

2-27-2012

City of Meridian v. Petra Inc. Clerk's Record v. 5 Dckt. 39006

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NO. _____
A.M. _____ P.M. 4:48

JUL 06 2010

J. DAVID NAVARRO, Clerk
By J. RANDALL
DEPUTY

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, ID 83701
Telephone: (208) 331-1170
Facsimile: (208) 331-1529

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**SECOND AFFIDAVIT OF TODD
WELTNER DATED JULY 6, 2010 FILED
IN SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT**

COMES NOW, TODD WELTNER, who being first duly sworn, who on oath deposes and says:

1. I am above the age of 18 years and have personal knowledge of the facts contained herein.
2. I am the owner of Vertical Corporation, which is a licensed General Contractor in the State of Idaho. Vertical is also a member of the U.S. Green Building Council.
3. I am, by way of my 24 years of experience as a General Contractor, familiar with the AIA family of contracting documents, including the AIA A201CMa 1992 which was used in the construction of the Meridian City Hall Project.

**SECOND AFFIDAVIT OF TODD WELTNER DATED JULY 6, 2010 FILED IN SUPPORT OF
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Page - 1

004003

4. Over the course of my General Contracting career, I have worked on steel framed multi-story commercial office, retail, and industrial structures and I am familiar with the systems and components utilized in the Meridian City Hall Project.

5. I have visited the Project Site and reviewed the following documents:

- a. Project Design Drawings and Specifications for the Plaza water features.
- b. Project Design Drawings and Specifications for the intersection of the exterior walls and linear ceiling systems;
- c. Project Design Drawings for the Elevated Parapet walls;
- d. Project Specifications for the exterior cast stone masonry.
- e. Project Design Drawings for the thermoplastic membrane roofing system.

6. I have also conducted additional site inspections with respect to each of the as constructed items associated with the foregoing Project Documents and have made the following personal observations with respect to latent defects in the construction of the Project. By industry standards, a latent defect is one that would not be readily observable without significant study of constructed structures, and the specific plans, drawings and specifications directly related to the structures at issue.

7. The City staff reported of cold air, hot air, and insect intrusion into the building in the Mayor's reception area during the seasonal variations in weather conditions. Upon inspection of the Design Drawings for the intersection of the exterior walls and the interior ceilings, it appears as though an impermeable barrier is to exist between the interior and exterior at the vaulted ceiling and exterior wall line.

8. Upon visual inspection however, it becomes very clear that there is no positive barrier installed (with visible exterior light being seen through the interior ceiling channels) between the exterior walls and the interior at the ceiling channels. Attached hereto as **Exhibit "A"** are

photographs of the interior wall intersection with the ceiling system at the Mayor's reception area in the Mayor's office. This lack of a barrier (either in the form of insulation, sealant, or other positive closure) allows direct air flow and insect intrusion from the exterior of the building to the interior of the building, which is totally inappropriate for any Class A office space of any kind. This latent defect should have been observed by any competent Job Superintendant or Foreman for the Construction Manager, and is a latent defect in the construction of the Project.

9. I have reviewed both the Construction Drawings and the actual physical construction of the elevated exterior brick parapet walls. The elevated brick parapet walls should be fully supported by structural steel framing with what is known as a lintel. The elevated brick parapet walls are not fully supported, and are failing due to the lack of support. This latent defect should have been observed by any competent Job Superintendant or Foreman for the Construction Manager, and is a latent defect in the construction of the Project. Attached hereto as **Exhibit "B"** are photographs of the brick parapet wall.

10. The entire roofline of the Meridian City Hall has a parapet wall. I have reviewed the design drawings for the parapet wall. The design drawings and details call for the roofing membrane material (the water impermeable elastic roofing material) to go up the inside of the parapet wall, wrap over the top, and return down the outside to provide a complete waterproofing barrier. A true and correct copy of the Parapet detail D1 is attached hereto as **Exhibit "C"** with a red line clarifying the specified installation of the membrane.

11. I performed a site inspection and I observed the roofing membrane on the inside of the parapet wall, was not lapped over the top of the parapet wall, and has pulled away from the underlying structure. This was not constructed in the manner called for by the plans and specifications. This latent defect should have been observed by any competent Job Superintendant or Foreman for the Construction Manager, and is a latent defect in the construction of the Project.

**SECOND AFFIDAVIT OF TODD WELTNER DATED JULY 6, 2010 FILED IN SUPPORT OF
OPPOSITION TO MOTION FOR SUMMARY JUDGMENT**

Attached hereto as **Exhibit "D"** are photographs of the roofing membrane on the inside of the parapet wall.

12. I have studied the Project Specifications for the exterior cast stone installed. The specifications call for not more than a 1/16" tolerance maximum from each adjacent unit of the exterior stone Work. It also specifies that there shall be no more than 1/8" variance in the mortar joint which is to be consistently 3/8".

13. I have taken field measurements of the exterior cast stone Work and the mortar joints on the Project in a random sampling which, based upon my visual observation these measurements are representative of a large portion of the building stone and masonry joint Work on the structure.

14. The photographs attached hereto as **Exhibit "E"**, evidences the measurements taken on the exterior masonry joints of the stone Work, which are outside the specifications for allowable construction tolerances. This latent defect should have been observed by any competent Job Superintendant or Foreman for the Construction Manager, and is a latent defect in the construction of the Project.

15. With further analysis and discovery, I will be able to obtain actual bids for the repairs necessary for the defects noted above, but based upon my education, training, and experience, I would conservatively estimate the cost of repairs/replacement to be in excess of \$1 Million;

16. I have reviewed the drawings and specification for the Plaza water features. I have also reviewed selected transmittals (via e-mail or other Project correspondence) related to the construction of the water features, and have also physically inspected the water features.

17. The water features currently leak significant amounts of water, reported to be in the range of approximately 2,000 gallons per day when operating.

18. I have reviewed the Plaza water features, and specifically the river feature. Attached hereto as **Exhibit "F"** is a true and correct copy of the selected design drawing of the water features. Upon inspection, the interior gunite liner in the feature contains multiple fractures which will allow water loss as gunite by itself is not intended to be a waterproof material. During a recent site visit I noted that the water flowing over the top of the "waterfall" of the river feature was not only flowing over the top and the sides of the weir, but also has penetrated the Concrete Masonry Units ("CMU") substructure of the vertical walls. This was evidenced by the damp / wet surface of the exposed CMU. Additionally, the water in the "river" appears to be draining into the ground on the sides of the overflow scuppers installed at the low end of the "river". Attached hereto as **Exhibit "G"** are photographs of the Meridian City Hall River water feature.

19. I have also inspected the two waterfall / entry pond features. Attached hereto as **Exhibit "H"** is a true and correct copy of the design drawing detail 10 from Sheet L1.62. The design drawing specifically calls for the installation of a PVC liner, with a stainless steel top edge attachment to seal the ponds and to prevent water leakage. Upon inspection of the entry pond features, neither PVC liner nor the specified Stainless Steel Liner Attachment Strip was found. Attached hereto as **Exhibit "I"** is a photograph of one entry pond feature.

20. The drawing detail, attached hereto as **Exhibit "H"** also indicates a single metal conduit feed to the "J-boxes" located in the pools. The entry pools do not have either the liner nor the stainless steel attachment installed, further more, the conduits which penetrate the slab are not a single metal conduit, but consist of multiple plastic conduits occurring where there was either a large (approx. 3" diameter) knock out or concrete core drilled. These locations were unsuccessfully filled with some type of caulking or sealant which have dried and cracked over time, providing large openings for the water to drain from the pools. Attached as **Exhibit "J"** is a true and correct copy

of the Underwater Junction Box Installation Detail. Attached as **Exhibit “K”** is a photograph of an Underwater Junction Box in an entry pool.

21. I have physically inspected the water features described herein, including the “canal” water feature in their as constructed condition. The features have each suffered major degradation and damage in the exterior brick and stone surfaces, as well as the base structure due to water intrusion into the brick, stone and substructure causing a condition known as efflorescence. The water infiltration and poor construction execution is evidenced by the bonding failure(s) noted in the weirs and stone caps which were found to be loose and out of place on site. The failure to construct the features to preclude water infiltration, and the resulting leaching of internal minerals from the inside of the stone to the exterior surface causes damage. Attached hereto as **Exhibit “L”** are photographs of the “canal” water feature

22. In addition, the apparent cause of the exterior water damage to the “canal” water feature stone and brick results from the failure of the contractor to construct the feature in such a manner to preclude water infiltration into the stone, brick, and substructure. Attached hereto as **Exhibit “M”** are photographs of the “canal” water feature masonry and weir.

23. It is important to note that currently the “canal” water feature is currently not operating due to the water loss discussed above and construction failures.


24. The Project correspondence that I have reviewed, and on site construction indicates that Petra, as the Construction Manager, allowed the contractor to fail to install the liners required by the Contract Documents in the entry pools which is the apparent cause of one of the sources for leakage. Additionally, the failure to insure industry standard construction technology allowed the existing damage to the stone, brick and substructures along with the failure of the water features to hold water.

25. The failure of the water features to be constructed in the manner called for by the plans and specifications, and the resulting massive degradation of the water features as a result of water damage, evidences a gross failure by the Construction Manager to protect the City against defective construction.

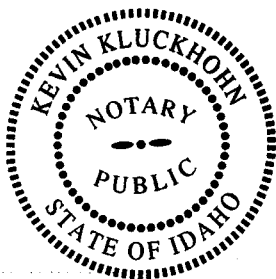
26. These latent defects should have been observed by any competent Job Superintendant or Foreman for the Construction Manager, and are latent defect in the construction of the Project.


27. The issues noted above, as well as the issues noted in my first affidavit, are representative of a systemic failure of the Construction Manager to protect the City in the management and construction of the Meridian City Hall Project.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

By: 
Todd Weltner

Subscribed and sworn to before me this 6th day of July, 2010.




Notary Public, State of Idaho
Residing at: Meridian, ID
My commission expires: November 3, 2014

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of July, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>



Kim J. Trout

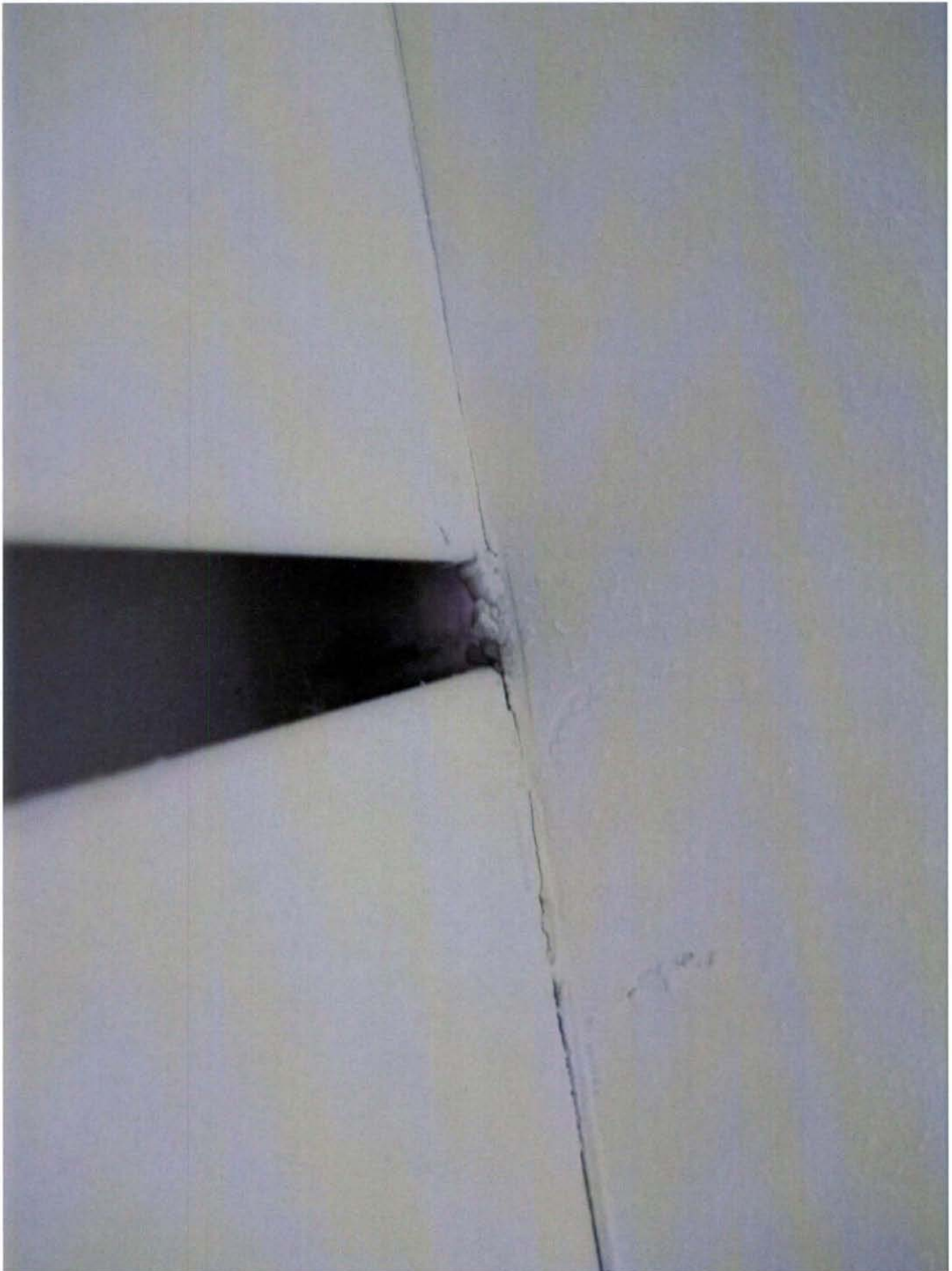
a.



CM111458



004011



CM111459



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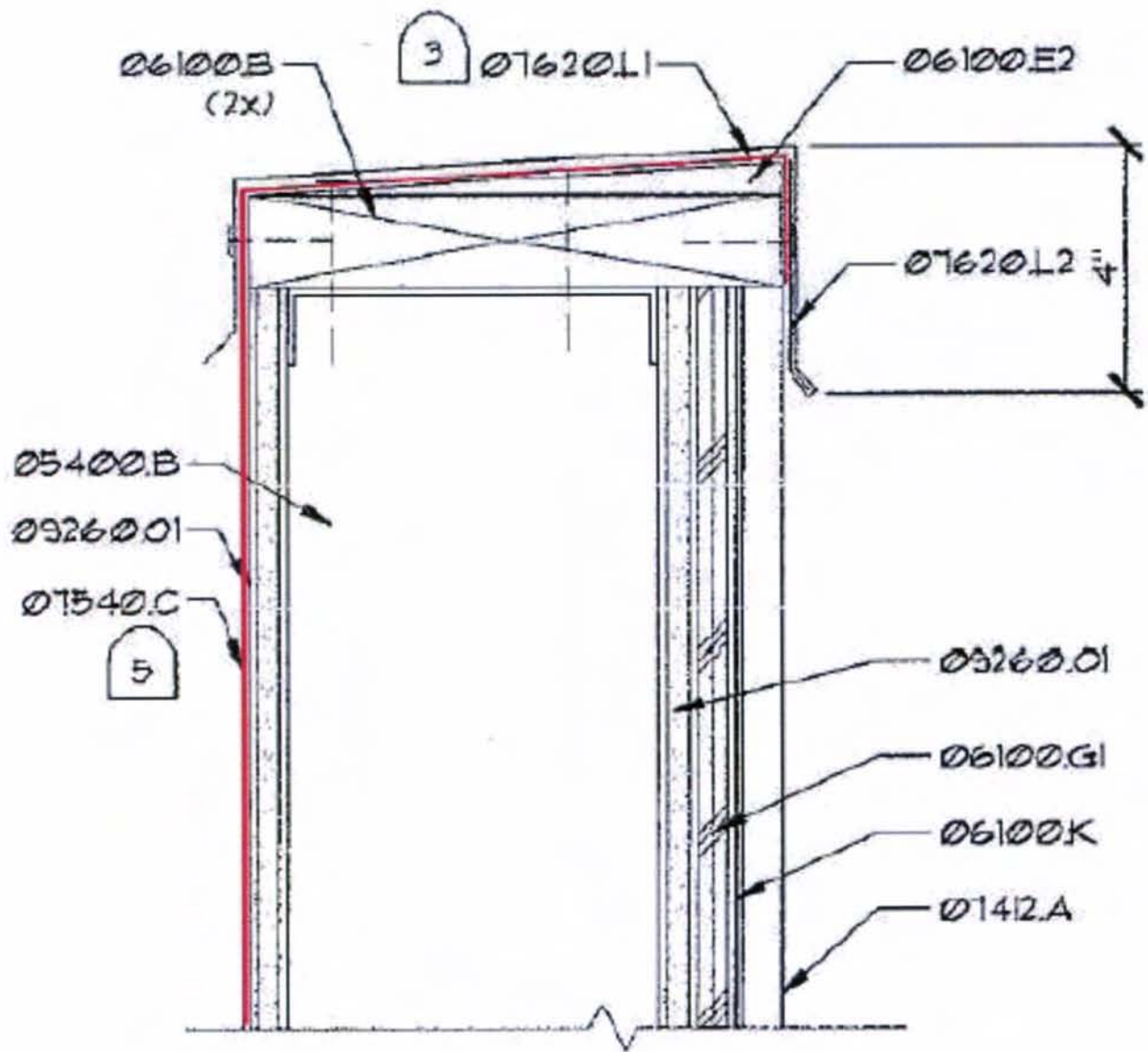
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CM111462

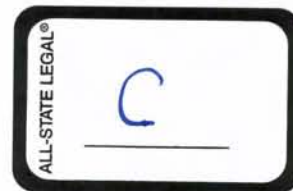


D1

PARAPET DETAIL

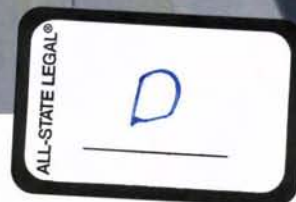
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CM111463

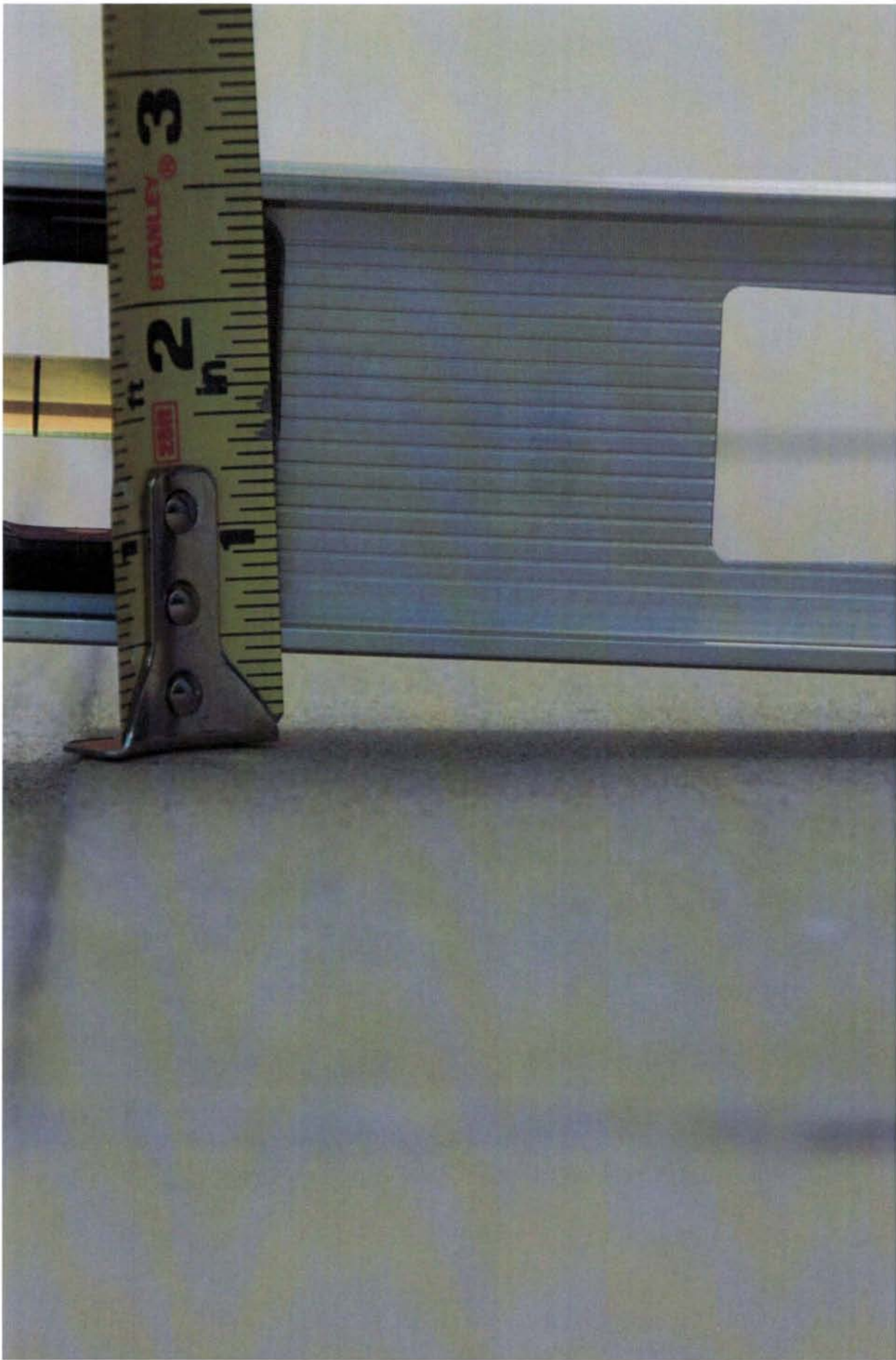
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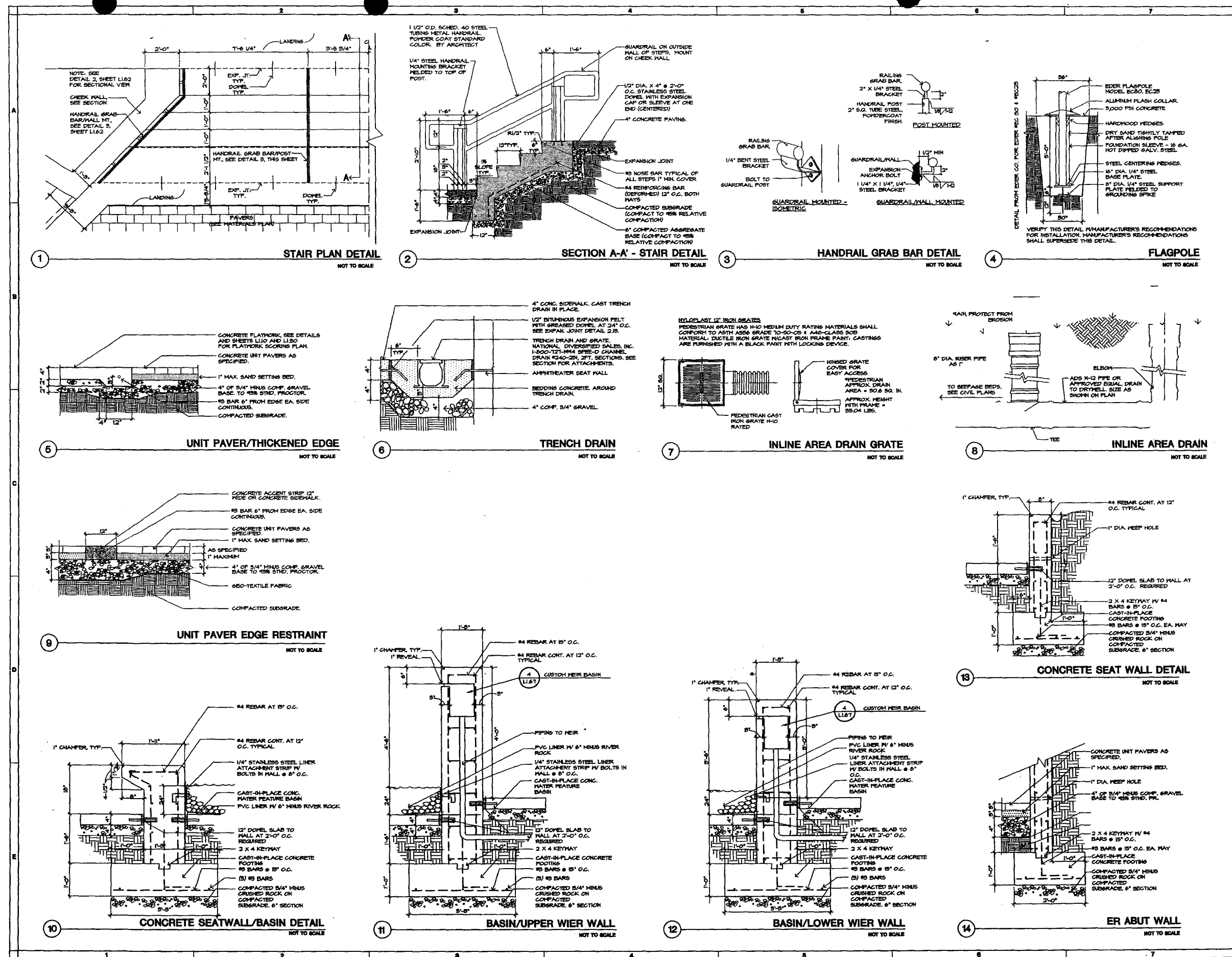


CM111466





CM111467



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1221 Shoreline Loop
Bozeman, MT 59717
PHONE: (406) 345-8877 FAX: (406) 344-8002

STATE OF IDAHO
LAND SURVEYOR
No. 12416
Exp. 12-15-06

nfa
National Fire Protection Association
1100 North 17th Street
Bozeman, MT 59717
Phone: 406/345-8877

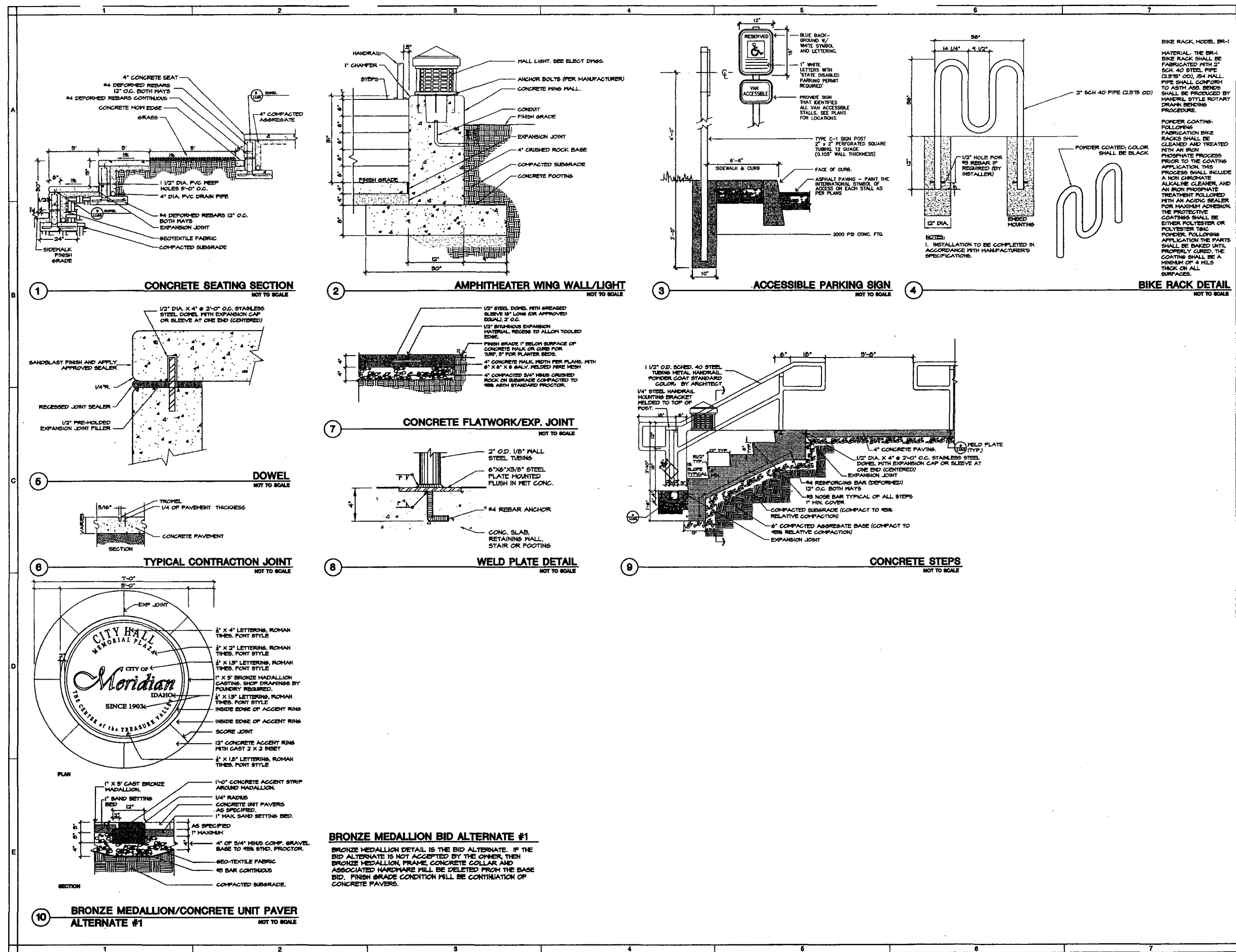
MERIDIAN CITY HALL
MERIDIAN, IDAHO
SITE DETAILS

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L162

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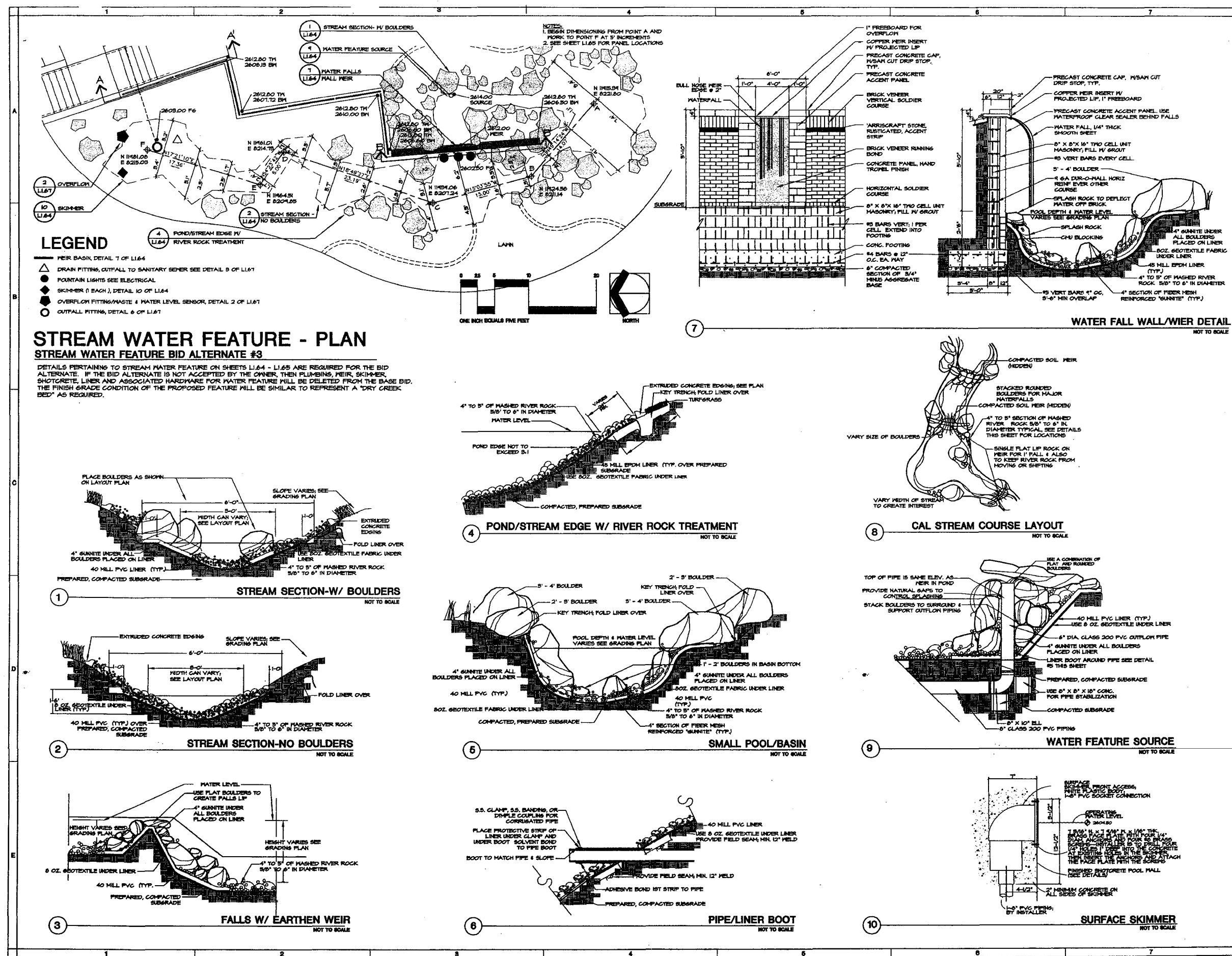


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Meridian City Hall
Meridian, Idaho
SITE DETAILS

NO.	DATE	DESCRIPTION

JOB NO. 84-150
 DATE 1-17-85
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 CHECKED BY: [Signature]
 84-150-1
L163

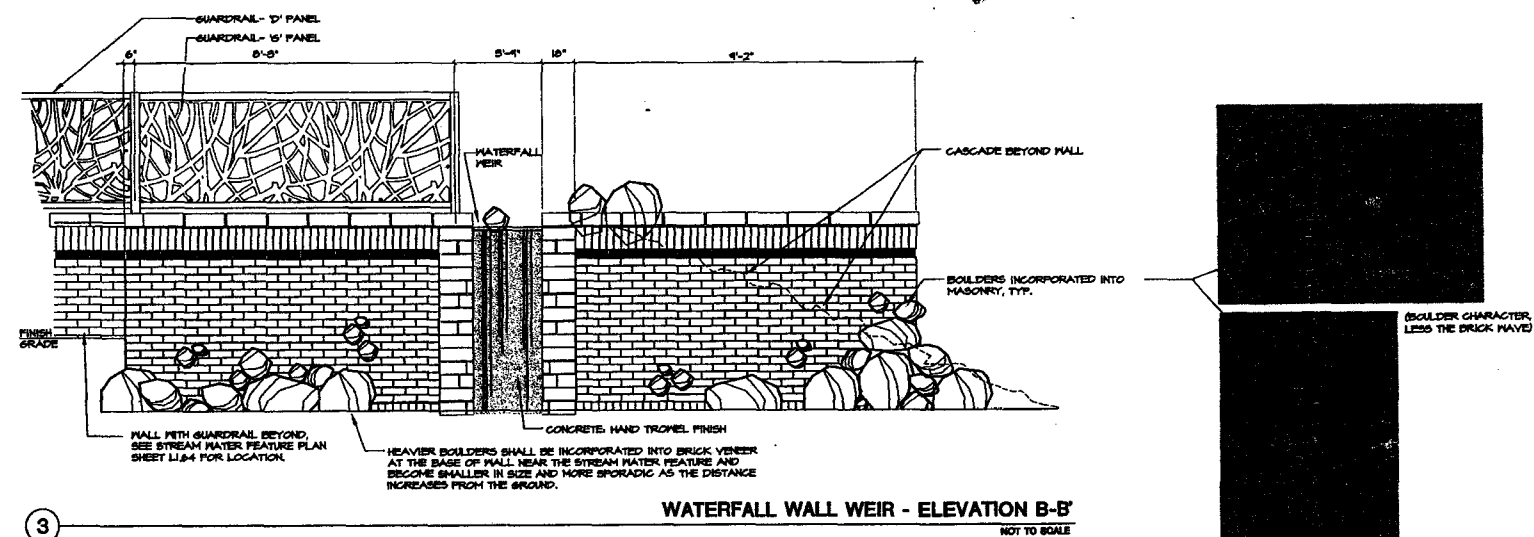
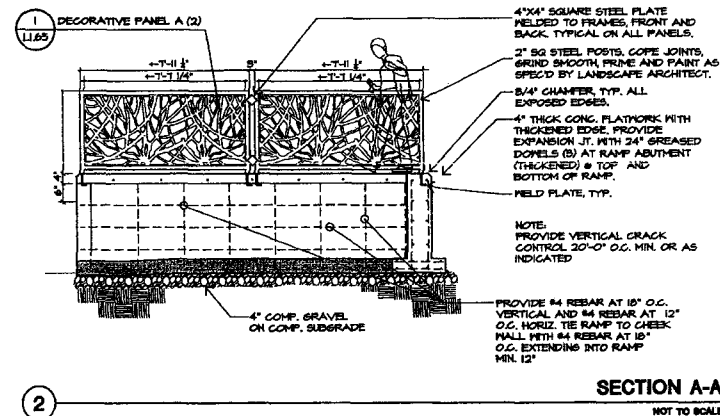
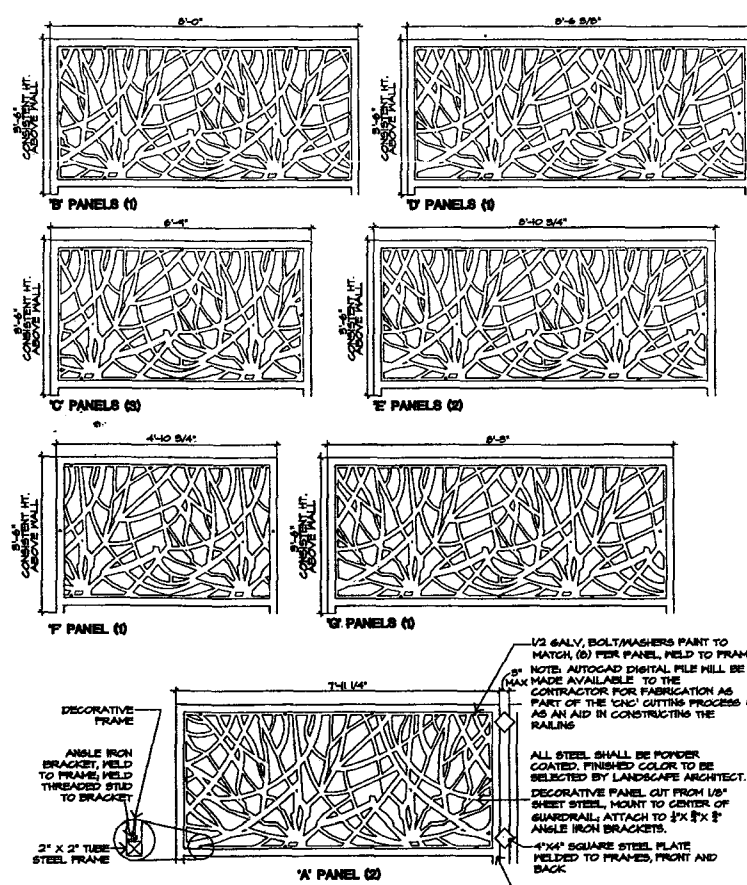
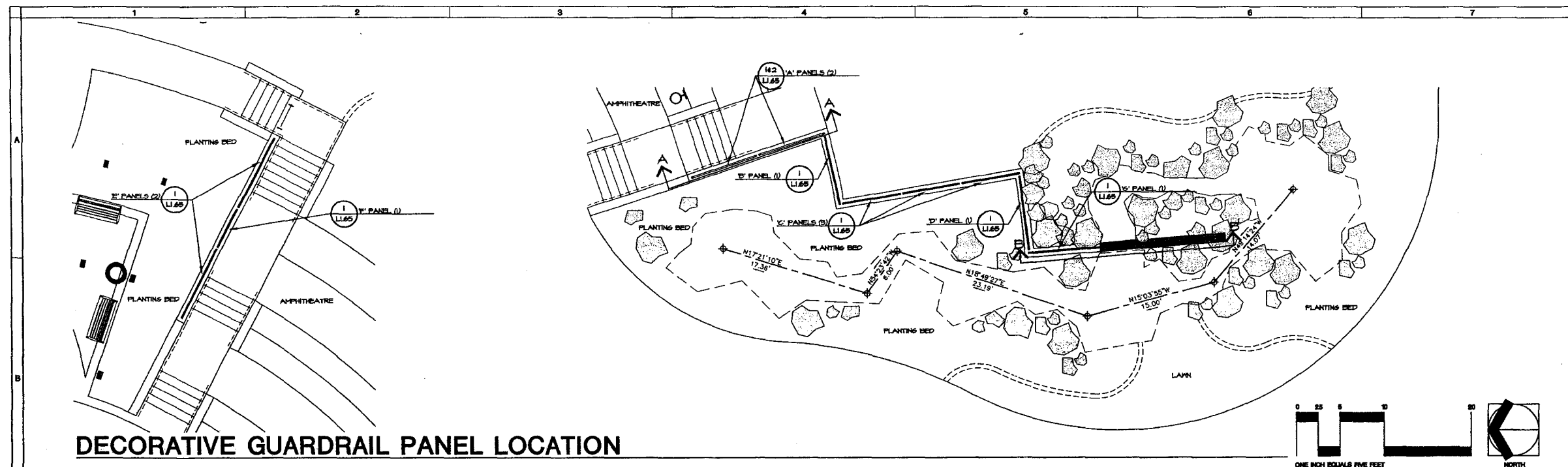


LCA Architects, P.A.
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1221 Shoshone Lane
Meridian, ID 83448
PHONE: (208) 345-8677 - FAX: (208) 344-9002
COMMERCIAL AND RESIDENTIAL PROJECTS

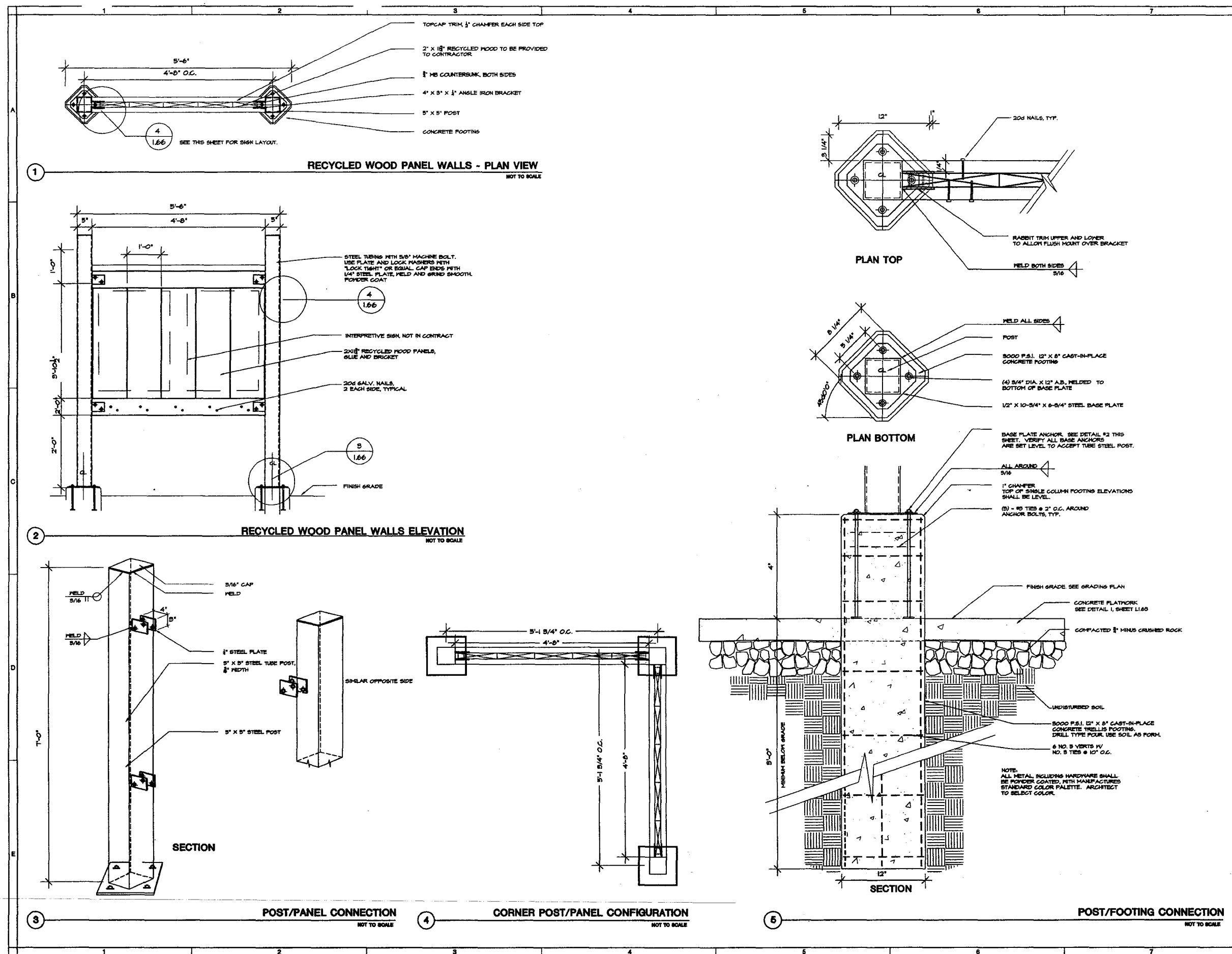
Meridian City Hall
MERIDIAN, IDAHO
STREAM WATER FEATURE DETAILS

DATE	DESCRIPTION
1-10-01	HOW'S STRUCTURE & BASIN ALONG MERIDIAN ROAD PROJECTS LOT TO BE REMOVED FROM LOT 10 DIAGONAL
1-10-01	1-10-01
1-10-01	1-10-01
1-10-01	1-10-01

SHEET NO. L1.64



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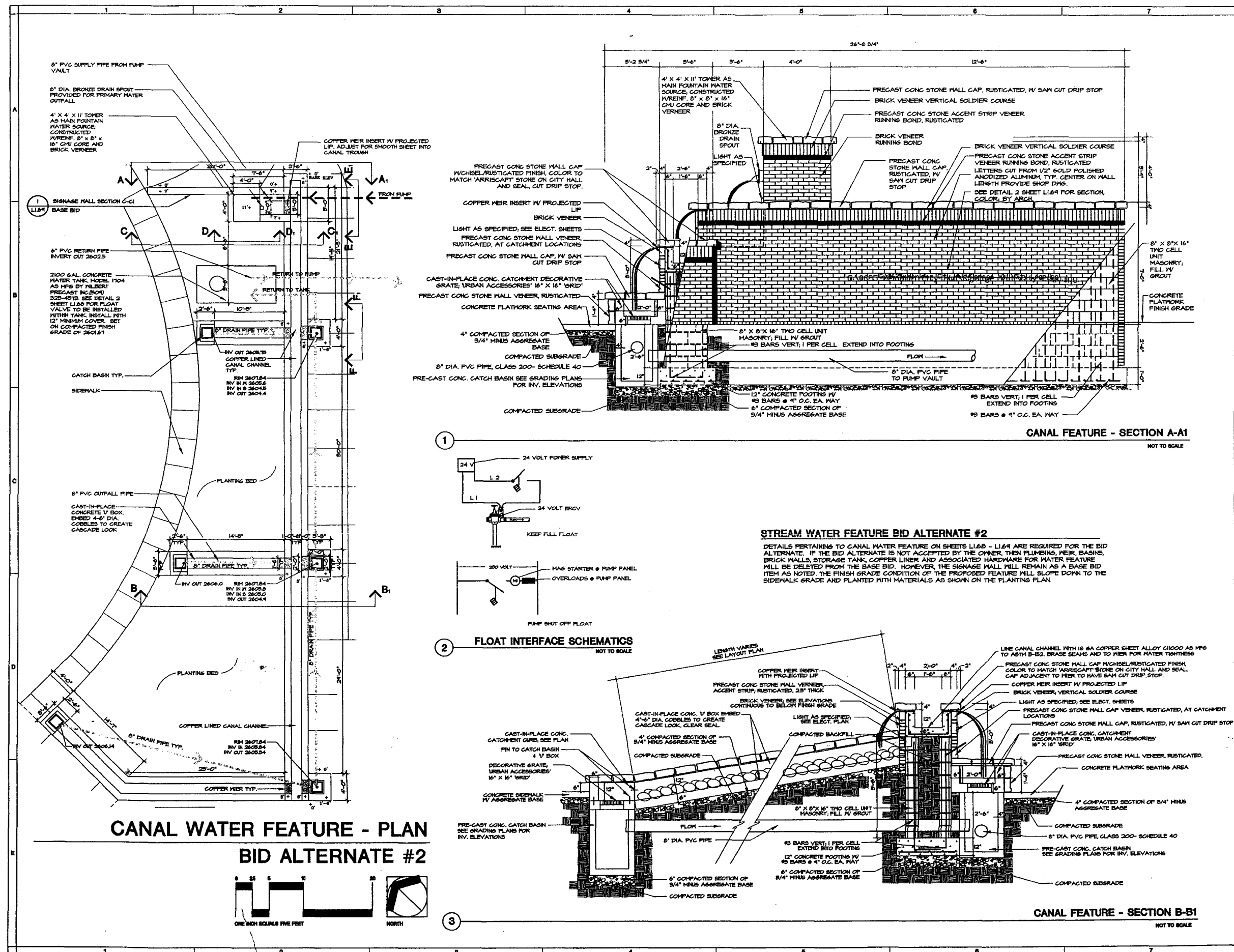
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LA-150
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MERIDIAN CITY HALL
MERIDIAN, IDAHO
WOOD DISPLAY BOARD DETAILS

REV.	DATE	DESCRIPTION

DESIGN NO. 2428
DATE: 12-11-01
DRAWN BY: WFL
CHECKED BY: LCU
SHEET NO. **L1.66**



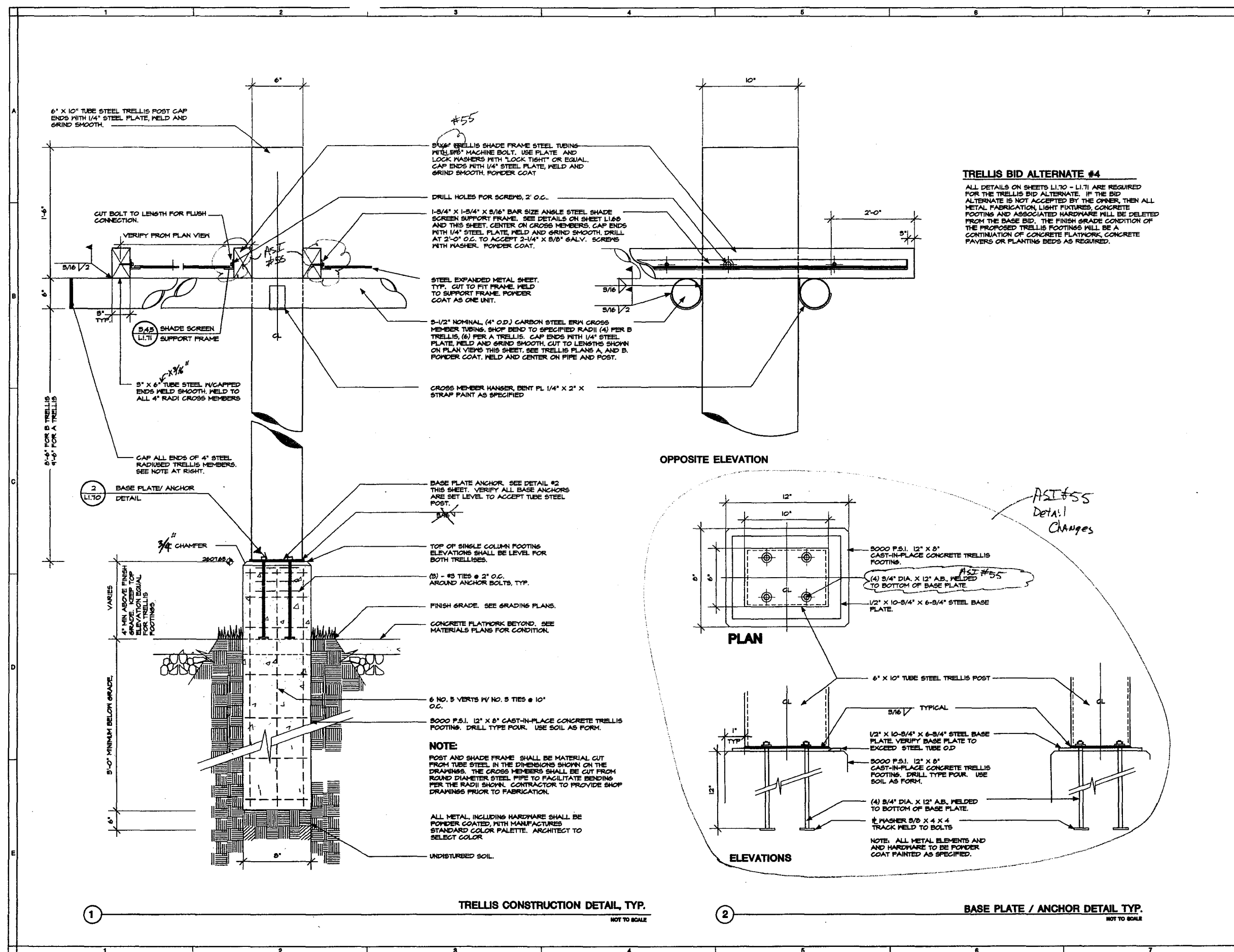
LCA Architects, P.A.
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Meridian, Idaho 83454
PHONE (208) 343-8877 FAX (208) 344-9002
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Meridian City Hall
MERIDIAN, IDAHO
CANAL WATER FEATURE DETAILS

DATE	DESCRIPTION
1-1-01	100% BIDDING SET
2-1-01	100% BIDDING SET
3-1-01	100% BIDDING SET

FOR NO. 168
DATE: 2-22-01
DRAWN BY: MVL
CHECKED BY: MVL

SHEET NO. **L168**



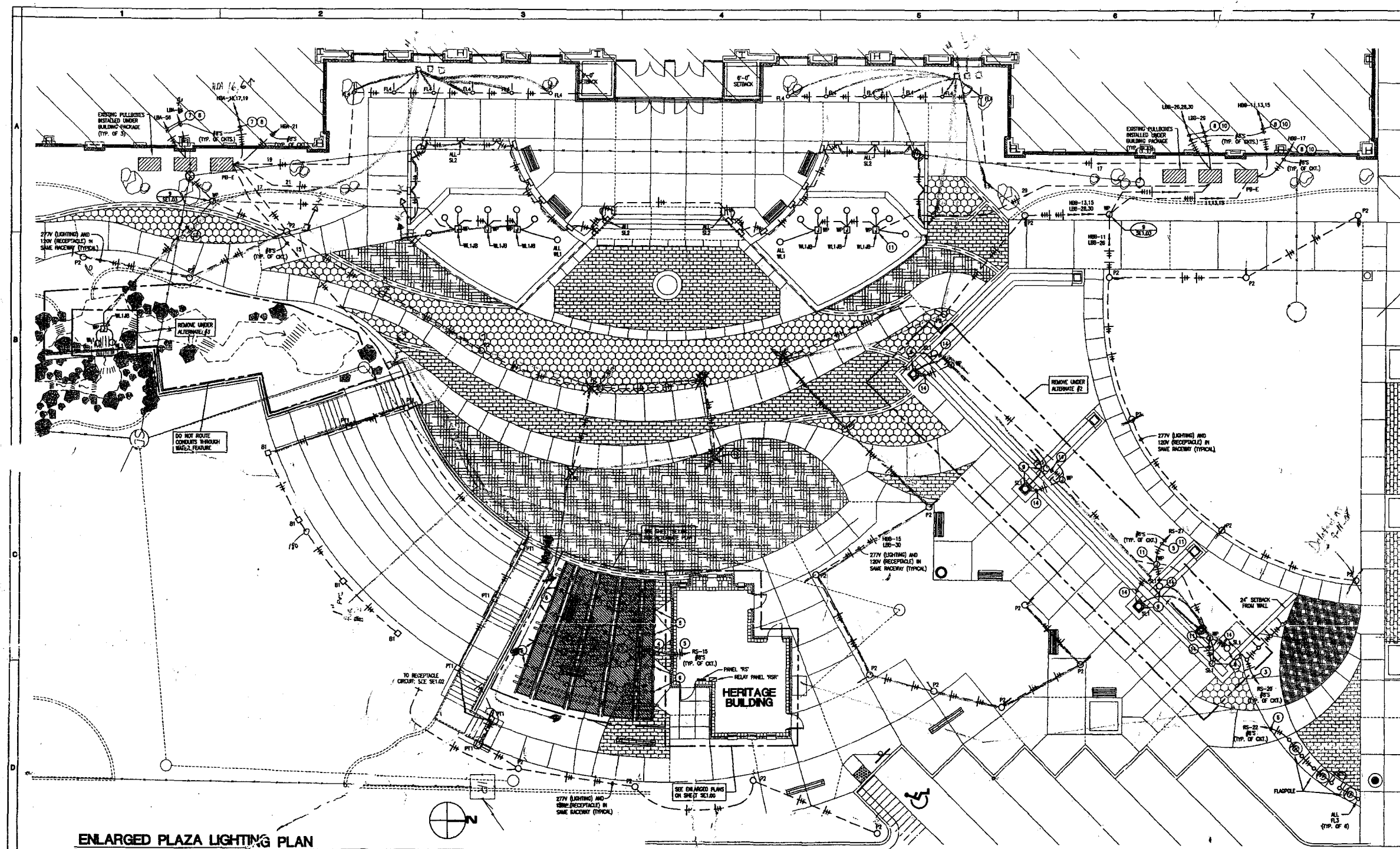
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SEAL OF THE ARCHITECT
LCA
7-27-07
LCA-150
Professional Engineer
LCA

MERIDIAN CITY HALL
MERIDIAN, IDAHO
TRELLIS DETAILS

REV.	DATE	DESCRIPTION
1	10/1/06	AS-#55 - Detail Changes

DESIGN NO. 0628
DATE: 10/1/06
DRAWN BY: JPK
CHECK BY: JPK
SHEET NO. L1.70



ENLARGED PLAZA LIGHTING PLAN

SCALE: 1/8" = 1'-0"

KEYNOTES	KEYNOTES
1 WEATHERPROOF JUNCTION BOX AT TOP OF TRELLIS. PAINT TO MATCH TRELLIS FINISH.	12 (EMPTY) CONDUIT TO REMAIN UNDER ALTERNATE #2.
2 END CONDUIT AND CONDUCTORS AT TOP OF TRELLIS. PAINT TO MATCH TRELLIS FINISH.	13 CONNECTIONS SHALL BE MADE VIA JUNCTION BOX AT POLE BASE; SEE DETAIL 4/5/1.03 (TYPICAL).
3 WEATHERPROOF CHOLE (1/4" MIN.) CONDUCTORS AS NOTED. SUPPORT TO STEEL SUSPENSION CHOLE WITH 3/8" CABLE TO BE BLACK FINISH. TYPICAL CONNECTION BETWEEN TYPE 'Y01' FIXTURES.	14 CONDUIT IN 1" C TO JUNCTION BOX FOR CONNECTION.
4 ROUTE DOWN THROUGH COLLAR SPACE CONCEALED TO BELOW GRADE.	
5 ROUTE THROUGH RELAY PANEL 'Y01' FOR CONTROL.	
6 ATTACH TO STRUCTURAL TRELLIS MEMBER (TYPICAL).	
7 ROUTE THROUGH RELAY PANEL 'Y01' FOR CONTROL. PROGRAM RELAY FOR AUTO ON AT SUNSET, AUTO OFF AT SUNRISE. SEE RELAY SCHEDULE ON SHEET SET-1A.	
8 ROUTE IN EXISTING 1" C TO BASEMENT. EXTEND CONDUIT AND CONDUCTORS TO RESPECTIVE PANEL.	
9 INSTALL AT WATER FEATURE. SEE LANDSCAPE PLANS.	
10 ROUTE THROUGH RELAY PANEL 'Y01' FOR CONTROL. PROGRAM RELAY FOR 1.00 ON AT SUNSET, AUTO OFF AT SUNRISE.	
11 JUNCTION BOX AND CONDUIT TO PANEL 'Y01' TO REMAIN UNDER ALTERNATE #2.	

GENERAL NOTES

- SEE SHEET SET-1A FOR APPROPRIATE PANELS/DIMENSIONS/LOCATIONS IN CITY HALL BUILDING.
- ALL POLE LIGHT CONNECTIONS SHALL BE IN ALUMINUM PULLBOX. MINIMUM CONDUIT SIZE FOR SITE LIGHTING AND SITE RECEPTABLE CONNECTIONS: 1".

1 3 2
3 3 4
5 6 6
7 8 8
9 9 10
11 12 14
13 16 16
14 17 17
15 18 18

PANEL
RS-22-Plaza
24-
17,17,21-Plaza
27-Plaza

LCA Architects, P.A.
ARCHITECTURE • PLANNING • INTERIOR DESIGN
1221 Douglas Lane
Bozeman, Idaho 83702
PHONE: (208) 343-8877 • FAX: (208) 344-0022



MERIDIAN CITY HALL
MERIDIAN, IDAHO
ENLARGED PLAZA LIGHTING PLAN

NO.	DATE	DESCRIPTION

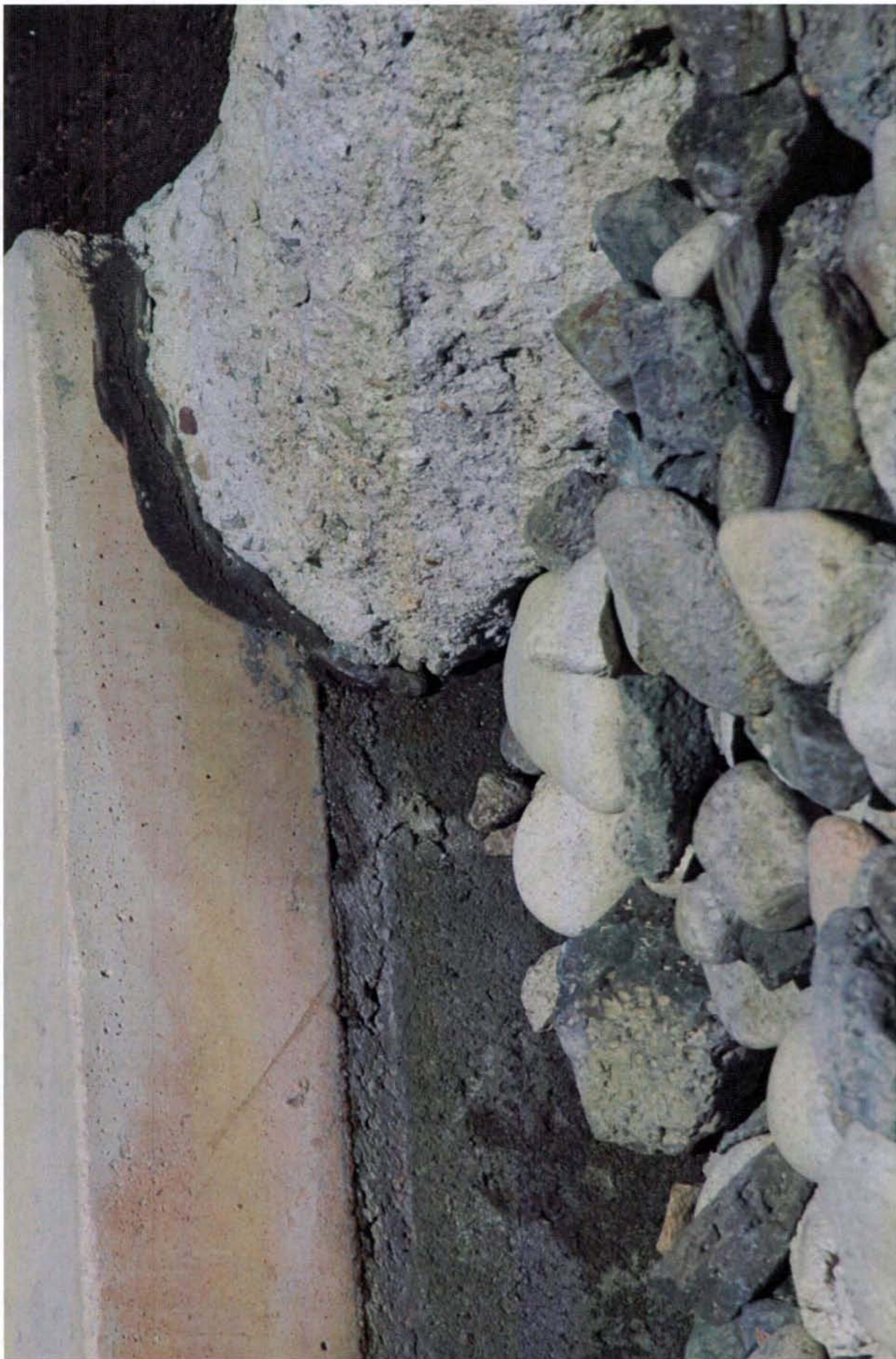
SE1.01



CM111468



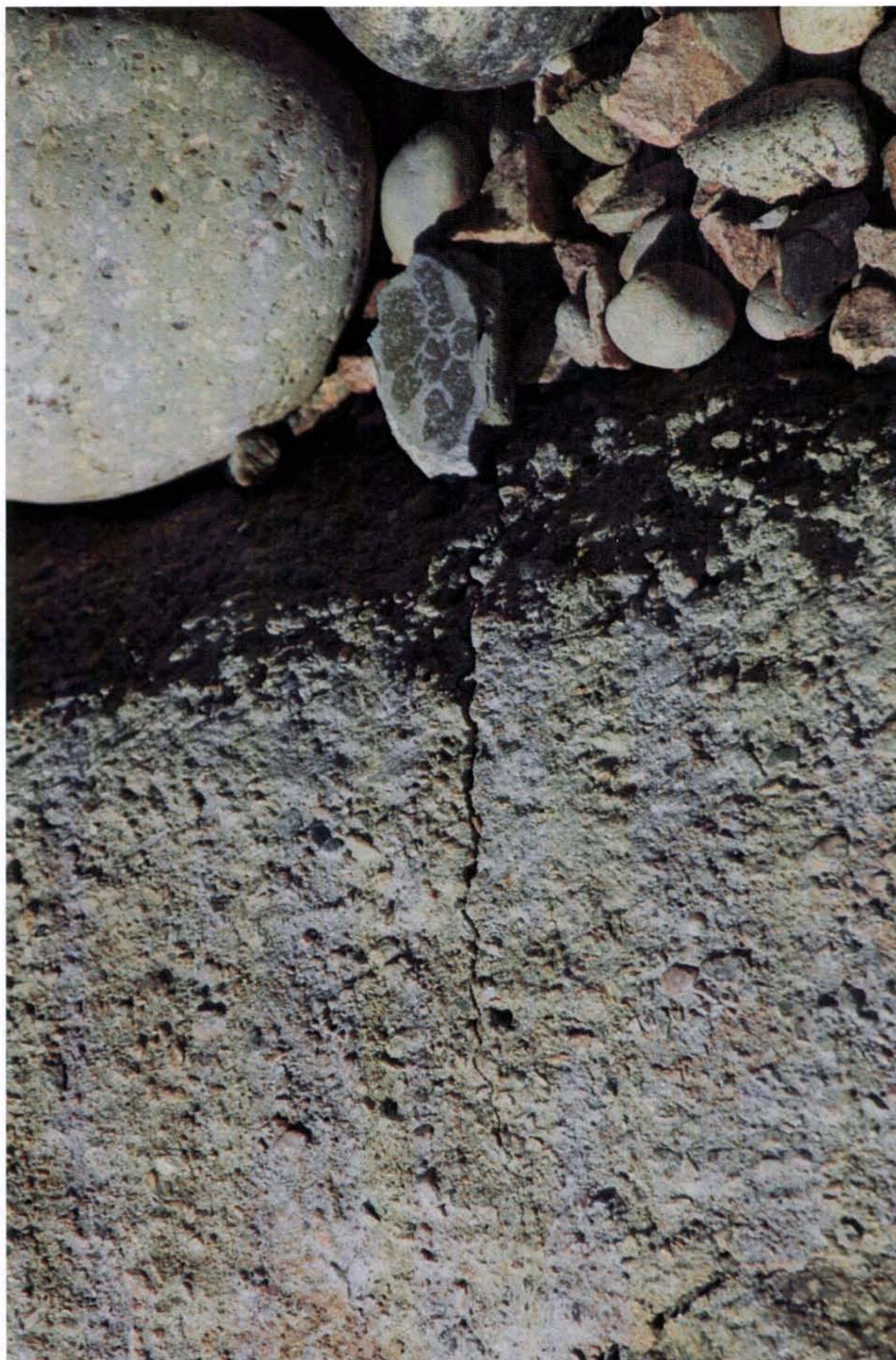
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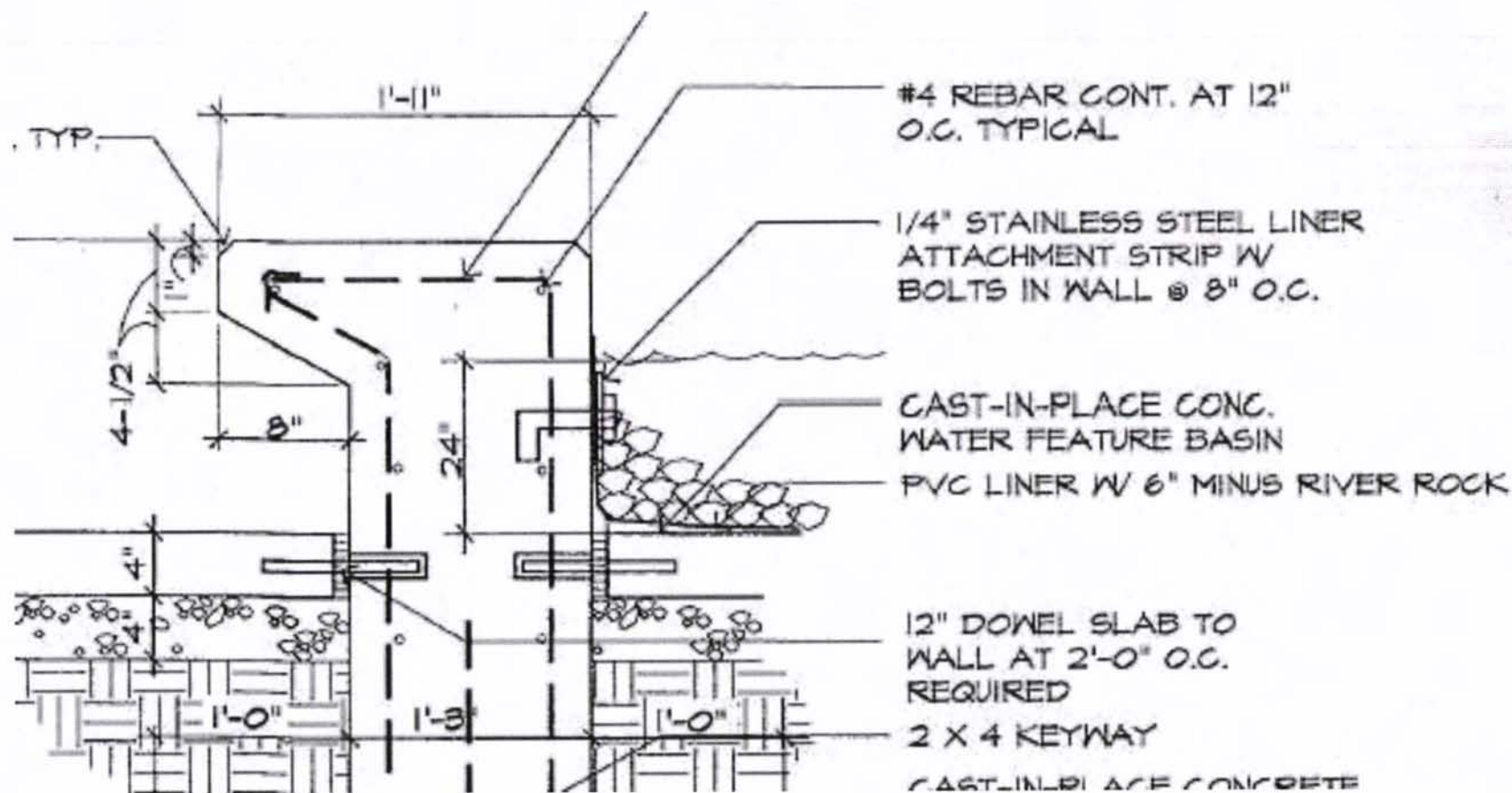


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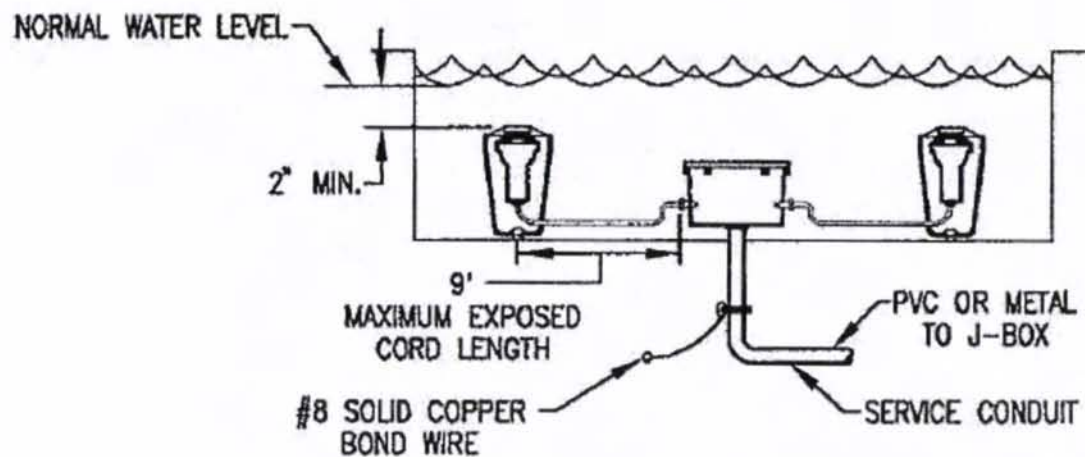
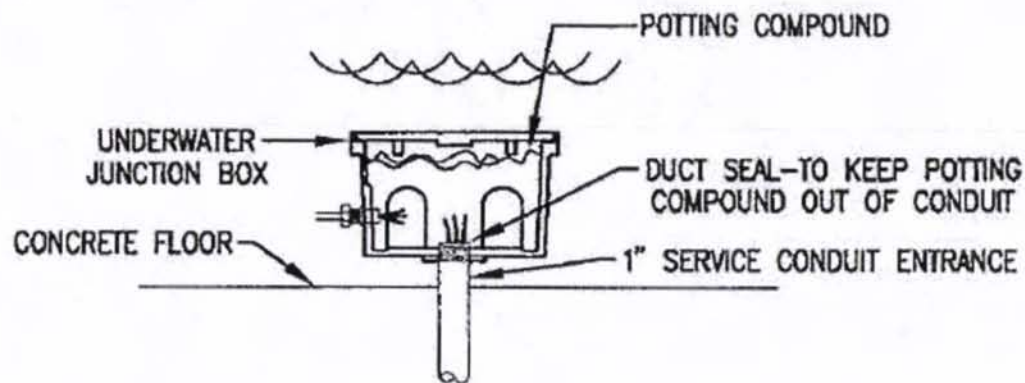




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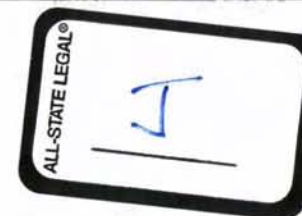
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UNDERWATER JUNCTION BOX INSTALLATION DETAIL

NOT TO SCALE

2
SE1.03



CM111474

004038



004039



CM111475



CM111476



004040



CM111477

004041



CM111478

004042



CM111479



004043



CM111480



CM111481

004045



CM111482

004046

NO. _____
A.M. _____ FILED 449

JUL 06 2010

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.
225 North 9th Street, Suite 820
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Telephone: (208) 331-1170
Facsimile: (208) 331-1529

J. DAVID NAVARRO, Clerk
By J. RANDALL
DEPUTY

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**AFFIDAVIT OF FRANKLIN G. LEE
DATED JULY 6, 2010 FILED IN
SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT**

STATE OF IDAHO)
) ss.
County of Ada)

COMES NOW, Franklin G. Lee, your affiant, who, being first duly sworn, deposes, states
and avers as follows:

1. I am one of the attorneys that represented the City of Meridian, an Idaho municipal
corporation (the “City”) in the preparation and negotiation of that certain Construction
Management Agreement dated August 1, 2006 (the “Construction Management Agreement”)
between the City and Petra Incorporated, an Idaho corporation (“Petra”). In that capacity, I have
personal knowledge of the City’s desire and intent in negotiating the contract. I had a major hand in

**AFFIDAVIT OF FRANKLIN G. LEE DATED JULY 6, 2010 FILED IN SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT**

Page - 1

004047

drafting the Construction Management Agreement and am familiar with its terms. I am also familiar with the intent behind each clause of the Construction Management Agreement and the intent of the parties' there to as reflected in its terms. I make this affidavit based upon personal knowledge and to the best of my information and belief.

2. Paragraph 128 of the Affidavit of Eugene R. Bennett states that certain claims by the City are "precluded because the damages do not amount to 1% of the cost of the Project as required by the express terms of the Construction Management Agreement."

3. The "express terms of the Construction Management Agreement" that Mr. Bennett references in Paragraph 128 is, presumably, Section 2.1.4 of the Construction Management Agreement.

4. I do not believe that Section 2.1.4 of the Construction Management Agreement is ambiguous. However, to the extent it is deemed ambiguous, or the court wishes to know the drafter's intent in applying the meaning of Section 2.1.4, I offer this affidavit to identify the meaning and purpose of Section 2.1.4.

5. Mr. Bennett's characterization of Section 2.1.4 is not accurate. As discussed further below, Section 2.1.4 is not a damages preclusion clause but an express performance warranty from Petra to the City to protect the City from incurring unanticipated and undesired expenses through Petra's errors and omissions that the City may not be able recover from Petra because of what is commonly known as the "betterment" defense.

6. The betterment defense arises in the construction context where an error or omission results in additional costs that increase the value or usefulness the project and thereby creates an enhancement or benefit to the owner. The betterment defense, if applicable, may bar the owner from recovering the cost of the enhancement. The betterment defense is illustrated by facts

of the *St. Joseph Hospital v. Corbetta Construction Co., Inc.*, 316 N.E.2d 51 (Ill. App. 1st Dist. 1974), which is often viewed as the seminal example of the defense. In *St. Joseph*, the owner filed a construction defect claim because improper wall paneling had been installed on the walls of a new hospital. The owner had to remove the wall paneling and install better and more expensive paneling at substantial expense. The court found that the owner was entitled to recover costs related to the original panels, but not costs related to the replacement panels because the panels were an enhancement to the hospital and such costs would have been borne by the hospital if the no error had been made. A more detailed discussion of the betterment defense and its variations can be found in Bales, O'Meora & Arman, *The "Betterment" or Added Benefit Defense*, 26 Construction Lawyer, No. 2, Spring 2006, a copy of which is attached hereto as Exhibit A.

7. The betterment defense is of great concern for owners of construction projects because the defense could result in undesired enhancements and additional expenses being foisted on an owner when the owner does not have funds to pay for the enhancement or the owner does not want the enhancement but has no other practical alternative, because of the error or omission, to accept the enhancement (e.g., owner could have avoided the costs through implementation of other solutions if the error or omission had not been made).

8. The City was concerned about the risk of incurring large unanticipated expenses from Petra's errors or omissions (which are potential occurrences outside of the City's control) that the City may not be recover if the betterment defense applies, so I added a performance warranty from Petra to the City as Section 2.1.4 to the Construction Management Agreement, which reads as follows:

"Construction Manager makes the following express representations and warranties to Owner, which shall survive the execution and delivery of this Agreement:

. . .

2.1.4. Construction Manager shall prepare all documents and provide all services required under this Agreement in such a manner that increases in Project costs resulting from Construction Manager's errors or omissions do not exceed one percent (1%) of the total construction price of the Project; . . .”

9. The Section 2.1.4 performance warranty reflects the City's and Petra's express contemplation of the potential risk of project cost increases from Petra's errors and omissions, and Petra's express warranty to the City that the City will not incur project cost increases above one percent (1%) of construction costs that result from Petra's errors and omissions.

10. Section 2.1.4 is silent as to project cost increases from Petra's errors and omissions that are not in excess of one percent (1%) of construction costs. The intent of the foregoing silence was for project cost increases from Petra's errors and omissions that are less excess of one percent (1%) of construction costs to remain subject to otherwise applicable rules of law, including the betterment defense. For example, if the City incurred a 0.5% increase in project costs from Petra's errors or omissions, Petra would be able to raise the betterment defense to the extent the betterment defense would normally apply.

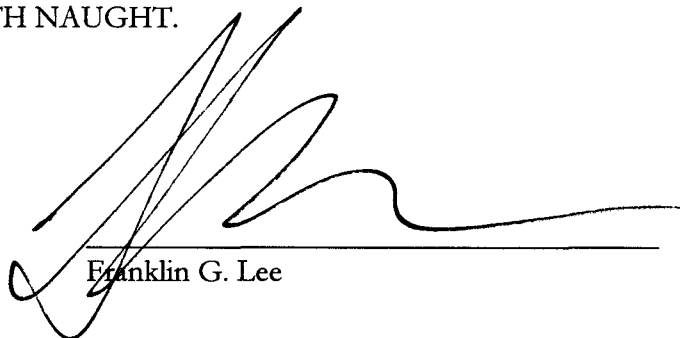
11. Contrary to Mr. Bennett's assertion in Paragraph 128 of his affidavit, Section 2.1.4 does not contain any language that precludes the City from recovering damages from Petra for Petra's errors and omissions. No such preclusion was intended.

12. If such preclusion was intended, express language of preclusion would have been added to Section 2.1.4 of the Construction Management Agreement. I don't recall any such language of preclusion being requested by Petra during the negotiation of the Construction Management Agreement.

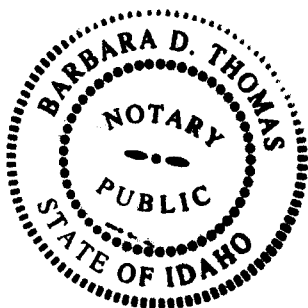
13. Mr. Bennett's interpretation of Section 2.1.4 directly conflicts with Petra's Section 2.1.5 performance warranty to assume “full responsibility to Owner for its own improper acts and/or omissions.” Mr. Bennett's interpretation of Section 2.1.4 also directly conflicts with Petra's

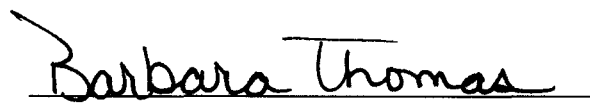
express agreement, in Section 2.10 of the Construction Management Agreement, to indemnify the City from Petra's negligent acts or omissions. If Petra's Section 2.1.4 performance warranty was intended to be a waiver or release of potential damages claims for negligent errors or omissions, that waiver or release would have been reflected or referenced in Sections 2.1.5 and 2.10.

FURTHER YOUR AFFLIANT SAYETH NAUGHT.


Franklin G. Lee

SUBSCRIBED AND SWORN TO before me this 6th day of July, 2010.




Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 11/15/2012

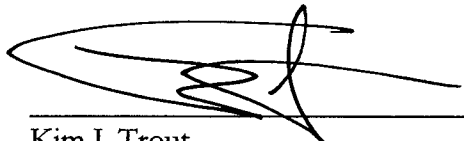
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of July, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

<input checked="checked" type="checkbox"/>
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<input type="checkbox"/>



Kim J. Trout

The "Betterment" or Added Benefit Defense

Jerome V. Bales, Shamus O'Meara, and Mark R. Azman



Jerome V. Bales



Shamus O'Meara



Mark R. Azman

When disputes arise concerning expenditures to fix defective designs, construction work, or materials, design professionals, contractors, and suppliers can face claims that far exceed their original fees and costs. The defendants in such disputes frequently contend that the owner spent too much on repairs or replacement, which raises the following question: Can an owner recover for an improvement to, or added value over, the products or services for which he or she originally bargained, because another

party breached the construction contract or is otherwise at fault for causing damages? The answer to this question is complex, and can present a significant impediment to resolving disputes.

In these circumstances, design professionals and contractors can employ a defense that the repair, replacement, or amount of money demanded constitutes a "betterment" or "added benefit" to the product or service originally provided. These concepts provide more than simply a "defense." They relate to the measure of damages available to owners as well as the inherent burden of proving entitlement to the item or amount demanded. To date, no significant statutory authority exists to guide practitioners in this area. Moreover, as shown in this article, the legal decisions involving these concepts are extremely fact laden and do not necessarily lead to uniform results.

Jerome V. Bales, a member of the law firm of Lathrop & Gage, L.C., in Kansas City, Missouri, has been practicing for 32 years and is a member of the Steering Committee of Division Three of the ABA Forum on the Construction Industry. Shamus O'Meara is a partner with Johnson & Condon in Minneapolis handling construction, public entity and self-insurance matters. Mark R. Azman is a senior associate with Johnson & Condon practicing in construction and complex litigation.

The Basic Rule of Betterment

The doctrine of betterment is a rule of damages not unique to construction law. For example, the *Restatement (Second) of Torts* provides:

§ 920 Benefit to Plaintiff Resulting from Defendant's Tort

When the defendant's tortious conduct has caused harm to the plaintiff or to his property and in so doing conferred a special benefit to the interest of the plaintiff that was harmed, the value of the benefit conferred is considered in mitigation of damages, to the extent that is equitable.

Similarly, in breach of contract actions, courts generally hold that the damages awarded should place plaintiff in the same position he would have been had the contract been performed, but plaintiffs should not be awarded more than the benefit they would have received had the promisor properly performed the contract.²

As discussed herein, courts have applied the concept of betterment in a variety of construction disputes.³

Omission from the Project

Element Missing from the Design

Design professionals frequently invoke the betterment or added value defense in the context of claims involving omissions in design documents. Generally, courts require owners to pay what the omitted item would have cost had it been included in the original design. Accordingly, if the error is not discovered in the design stage, the owner should not have to pay for any intervening increase in the cost of labor or materials necessary to correct the error, or the cost of necessary retrofitting demolition that would not have been part of the original design.

For example, in *Lochrane Engineering, Inc. v. Willingham Real-growth Investment Fund, Ltd.*,⁴ a land buyer sued a developer-seller and others over an inadequate tank-drain septic system, and the developer-seller cross-claimed against its civil engineer and the septic contractor. During development, an engineer had negligently advised the contractor and developer-seller to install two septic systems in a backyard, instead of installing one in the front and one in the rear, causing inadequate drain fields. The trial court found against the developer-seller, contractor, and engineer in the amount of \$45,000, consisting of costs to study the feasibility of connecting to the sewer system, pumping out the system, and adding an aerobic system.

Reversing the judgment against the engineer, the Florida appellate court advanced a thoughtful hypothetical, cited in subsequent decisions, differentiating the damages owed by a contractor and a design professional:

If a fixed-price contractor agrees to install an adequate drain field and installs a 1,000 square foot drain field which is later determined to be insufficient and to need 200 square feet more area, the contractor, being liable for the cost of repairs, is liable to the owner in damages for the cost of installing the

additional feet of drain field. However, if a knowledgeable owner retains a civil engineer . . . and . . . the engineer states his opinion (by word or design specification) that a 1,000 square foot drain field would be adequate and the owner has that system installed, and later it is determined that a 1,200 square foot drain field was necessary for an adequate system . . . [t]he owner, not the engineer, should pay for the additional 200 feet of drain field . . . because the necessity for the additional 200 feet of drain field was caused by the owner's need to dispose of the sewage produced by the structure served and was not caused by the engineer's failure to have originally correctly estimated the quantity of drain field necessary to meet that need. . . . Also, if the cost of later installing the additional 200 feet of drain field costs more than it would have cost if installed as part of the original undertaking, the engineer would be liable for the difference as well as any other consequential damages.⁵

Essentially, the Florida appellate court was of the opinion that a design professional cannot, as a matter of law, be responsible for items that the owner would have paid for itself had the items been in the original design. Because the buyer only produced evidence of the cost of repair, the court reversed the judgment against the engineer.⁶

Lochrane references another Florida appellate court case, *Soriano v. Hunton*,⁷ in which the same betterment concepts were applied to a defective design case involving the erection of steel framework for a bank. In *Soriano*, a bank hired an architecture firm to design a bank building and the architecture firm, in turn, hired a structural engineer to provide designs. After beginning construction, the builder informed the architecture firm that the designs were defective. Unable to find the original structural engineer, the architecture firm obtained two new structural engineer opinions, both of which confirmed that the design was defective. Accordingly, the architects proceeded with a new structural design that required tearing out some of the partially constructed building and resulted in greater expense to the builder and the owner. Because responsibility for the design fell to the architects, and they had hired the original structural engineer to assist with the design, they sued the original structural engineer for breach of contract and indemnification.⁸

The architects alleged \$56,291 in damages, the cost of completing the modifications. The Florida trial court disallowed \$10,780 for modifications it deemed unnecessary and deducted \$5,340, representing the engineer's recovery under a counterclaim resulting in a total damage award of \$40,171. On appeal, the structural engineer argued that he was not responsible for those costs that would have necessarily been incurred and paid for by the owner had the modifications been a part of the original design. The Florida Court of Appeals agreed. Another Florida appellate court⁹ and the Supreme Court of Maine¹⁰ have issued similar rulings.

Possible Exception—Contractor Premiums

Owners often seek reimbursement from designers where a change order issued to the contractor pertains to components that were omitted from the design. Even if a designer can demonstrate that the change order involves pure betterment or added value, with no retrofitting or extra expense, an owner might argue that the contractor probably included a "premium" in the change order. That is, the contractor charged more than it would have if that work had been incorpo-

rated into the bid or negotiated price for the project. Because the owner would not have paid such a premium if the missing component had been included in the original design, the premium does not constitute betterment or added value.

The problem is that a contractor may not be forthcoming with the information necessary to determine if there was a premium associated with a change order. Because the existence of a hidden premium may be based on pure speculation, the question of which party has the burden of proof (discussed below) becomes crucial.

Sometimes a designer can verify the price of an omitted component through independent sources, such as a catalog or expert testimony. When a contractor passes through the cost of an item, adding only its standard overhead and profit, there is no premium. Moreover, once the designer can demonstrate the lack of a premium on one change order, it can argue that the contractor likely did not include a premium on other change orders. Unfortunately, some change orders are difficult to verify, particularly as to the amount of labor used to retrofit the component. In some cases, the owner and the designer may agree to settle the change order claims based upon an arbitrary percentage representing a theoretical premium charged by the contractor.

Possible Exception—Professional Standards and Implied Warranties

Another factor is whether the jurisdiction in question holds the designer to a professional standard of care or whether it imposes an implied warranty of fitness of the drawings and specifications for their intended purpose. A minority of jurisdictions have imposed such an implied warranty of fitness.¹¹ Where the claim involves a design error and the relevant jurisdiction imposes an implied warranty of fitness of the design documents, the designer may find it more difficult to succeed on betterment or added value arguments. Such a result is consistent with the cases discussed below where courts have refused to recognize betterment because the designer agreed or represented that the design would be complete.¹²

Possible Exception—Representation or Warranty by the Designer

What if the design professional, through either oral statements or contract language, represents to the owner that the design will be complete or function properly? Some cases have held that the betterment defense is unavailable under such facts, and that the owner should be entitled to enforce the representation or recover what is essentially the benefit of the bargain. In *Carter v. Wolf Creek Highway Water Dist.*,¹³ for instance, a design engineer brought an action against a water district to recover unpaid fees, and the water district counterclaimed for damages incurred to make a water storage tank function properly. The owner claimed that the tank did not operate as promised because water could not flow to and from the tank, necessitating the construction of an additional distribution line. The engineer argued that the owner should pay for the line because it would have been paid by the owner regardless of plaintiff's actions. The court, however, found that there was evidence that the parties intended the project to operate properly upon completion and, therefore, the owner was damaged when it had to incur the cost of the new distribution line.¹⁴ A Washington appellate court reached the same result.¹⁵

Possible Exception—Warranty by Design-Builder

In some instances, the warranty provided by the design-builder

extends to design errors. Thus, if there is an omission from the design, a court might not apply the betterment defense for the same rationale discussed above.

For example, the DBIA design-build agreement¹⁶ requires the design professional to exercise that standard of care that is consistent with the level of skill and care ordinarily used by similar professionals practicing under similar conditions at the same time and location. However, it also provides that the parties may attach specific performance standards, the terms of which could constitute an express warranty. To the extent that the parties agree to achieve a specific result, the betterment defense might not apply.

Similarly, the AIA family of design-build documents includes warranties that "the Work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the Work will conform to the requirements of the Design-Build Documents."¹⁷ The term "Work" is defined as "the design, construction and services required by the Design-Build Documents. . . ."¹⁸ A court could rely upon these design warranties and decline to require the owner to pay for what would otherwise constitute betterment arising from an omission in the design.

Possible Exception—The Owner Would Not Have Built the Project or Accepted the Design

As stated above, the premise of the application of the betterment defense is that the owner should not be placed in a better position than if the contract had been fully performed. However, in some cases the owner may claim that the project or the particular design feature in question would never have been undertaken/accepted if the owner had known the truth. This fact (or the absence of any evidence as to the owner's intentions) has been crucial to the result reached by some courts.

The court did not recognize betterment or added value in *L.L. Lewis Constr., L.L.C. v. Adrian*,¹⁹ where homeowners prevailed against a remodeling contractor on a claim for defective workmanship and lack of adequate engineering. The contractor argued that the trial court erred in awarding the cost of additional steel beams and other extra work necessary to support the weight of a two-story addition, reasoning that the owners would have been required to pay for that additional support if it had been installed at the beginning of the project (particularly with a cost-plus contract). However, the Missouri Court of Appeals held that this was pure speculation, and that there was no evidence the owners would have undertaken the addition if the structural concerns had been communicated to them by the contractor at the beginning of the project.²⁰ That is, the owners may have chosen to forgo the room addition or could have decided to build a new home instead. Therefore, the court held that the trial court did not err in awarding the costs of the additional beams and support structures.²¹ The Kansas Supreme Court reached the same conclusion, where evidence at trial concerned what the owner would have done had the design defect not existed.²²

A contrary result was reached in *Gagne v. Bertran*,²³ a case involving erroneous soil tests, where the plaintiffs testified that they would not have purchased the property if they had known the truth about the presence of fill dirt. Because the plaintiffs did not prove that the lots were worth less than the purchase price or that the value of the building was less than the cost of construction, the California Supreme Court determined that the plaintiffs had sustained no damage.²⁴

Omission by Contractor or Supplier

Contractors and suppliers are in a different position than designers. Where the contract documents require a component that the contractor or supplier fails to provide, betterment should not apply. The reason is obvious: If the contractor had fully performed the contract, it would have supplied the component at no additional cost to the owner. Accordingly, the owner should not have to pay more to have the contract enforced. In contrast, the owner should not be able to charge the contractor based upon a new design that exceeds the requirements of the contract documents.

What if the contractor honestly missed the item in the contract documents and did not include that item in its pricing? May the contractor argue unjust enrichment or betterment? As stated above, if the contract documents required the component, the contractor should abide by the terms of the contract and supply the item without any additional charge to the owner.

What if the contractor missed the requirement because of an alleged ambiguity in the plans and specifications? Aside from any contract interpretation arguments that apply, the contractor may refer to betterment as part of an "equitable" argument that the owner should not receive the item for free and that the owner, designer, and contractor should all share the expense. Although such an argument does not rise to the level of a legal defense, it may nonetheless be effective as part of settlement discussions.

Repair or Replacement of Defective Component Included in the Project

Assuming that the component was included in the design and installed by the contractor, the question of betterment may arise when the owner corrects the defective design or construction.

Enhancement to the Project

It is clear that when the owner corrects the defective component, it cannot recover for an enhancement to the project. The following is a simplistic explanation of this rule:

The purchaser of a Ford who encounters some instance of faulty design in his vehicle is not entitled to its replacement by a Cadillac. Therefore, if corrective measures necessary taken enhance the value of the property above that which it would have had if built according to the original concept, this should not be the obligation of the architect who is found liable.²⁵

The courts do not hesitate to limit the plaintiff's recovery against the designer, contractor, or supplier in order to prevent a windfall of this type. The seminal case is *St. Joseph Hospital v. Corbetta Constr. Co., Inc.*²⁶ *St. Joseph Hospital* involved claims filed by a hospital against its architect, its contractor, and the manufacturer of plastic laminate wall paneling that had been installed on the walls of the new hospital. The paneling had a flame-spread rating of approximately seventeen times the maximum permitted under the building code, and it cost the hospital approximately \$300,000 to replace it. The jury awarded the entire cost of repairs to the hospital. On appeal, the defendants contended that, if the hospital recovered the costs of the more expensive paneling, it would be unjustly enriched and placed in a better position than if the architect had fully performed the original contract. The Illinois Court of Appeals agreed with that proposition.²⁷ Following the decision in *Henry J. Robb, Inc. v. Urdahl*,²⁸ the court reduced the damage award by \$116,000, representing the cost differ-

ential of the paneling, associated labor (the new paneling was more difficult to install), and the additional hardware, which had not been specified in the original design documents.²⁹

In *Fleming v. Scott*,³⁰ two floor furnaces installed by a remodeling contractor did not work properly, and the plaintiff replaced them with a new forced-air system with heat runners to all of the rooms. This required excavation of a basement where none had previously existed. The jury awarded damages to the plaintiff representing the total replacement cost including the excavation. The Colorado Supreme Court reversed the award and remanded the cause for a new trial, ruling that the owner could not charge the contractor for more and different kinds of materials than embraced in the contract.³¹

In *Oakwood Villa Apartments, Inc. v. Gulu*,³² an owner contracted with a heating contractor to design and install a heating system in an apartment complex. Immediately upon installation, several problems arose with the heating system. The owner sued for breach. In rejecting the trial court's general award of \$9,000, the Michigan Court of Appeals pointed out that "it is necessary to determine what the parties bargained for and in which respects the performance fell short of expectations."³³ The contract required the heating contractor to design a system that would meet the latest Institute of Boiler and Radiator Manufacturer methods, FHA requirements, and the inspection requirements of the city. The court found no evidence that the system failed to meet any of those requirements. Accordingly, "the manifest injustice of going to a contractor to design an inexpensive system and then comparing it to one which an experienced professional engineer would have designed should be apparent on its face. All that the plaintiff was entitled to was a heating system as specified in section 2 of the contract."³⁴ The plaintiff was entitled to damages for the system that he bargained for and nothing more. The heating contractor, however, was liable for any work improperly performed during installation of the system. For example, the costs of repairing leaks caused by improperly soldered pipes were attributable to the heating contractor to the extent such repairs were reasonable and necessary.

Other courts have similarly denied recovery for enhancements or quality upgrades.³⁵

Reduction for Use or Depreciation

When the owner replaces or repairs the component after having used the project for a number of years, damages may be reduced to reflect the extended life expectancy of that component. The outcome of decisions on this point varies based upon whether the component has a discernible useful life and whether the owner experienced significant problems with the component prior to its repair/replacement.

In *Allied Chemical Corp. v. Van Buren School District No. 42*,³⁶ a school district installed a twenty-year roof on a school building. The roof leaked continuously after installation. Nine years after the original installation, the school district replaced a portion of the roof. Two years later, it replaced the rest of the roof. The school district sued the manufacturer of the roof and the surety (other parties were sued but not involved in the decision). Before entering a default judgment, the court heard evidence on damages and prorated the replacement costs on an 18/20 basis, giving the defendant credit for two years of use.³⁷ The Arkansas Supreme Court disagreed, finding that the cost of replacing the first roof section should be prorated on an 11/20 basis, recognizing nine years of use, and on a 9/20 basis for the second replacement, recognizing eleven years of use.³⁸ In reversing the trial

court and remanding for further proceedings, the court reasoned that crediting only two years ignored the defendants' attempted repairs after that time and the district's continued use of the original roof.³⁹

In another roof case, *Bloomsburg Mills, Inc. v. Sordoni Construction Co.*,⁴⁰ the Pennsylvania Supreme Court reached the same conclusion and reduced the plaintiff's damages based upon the years of actual use. In *Bloomsburg*, a building owner brought an action against an architect for improper design of a roof that had been guaranteed by the manufacturer for twenty years. The cost of the original roof was \$14,979. The owner spent \$32,420 to replace the roof after 8½ years of use. Affirming a jury verdict of \$18,645, the Pennsylvania Supreme Court found that it was appropriate for the jury to reduce the damages by 42.5 percent (8½ years divided by 20) and award approximately 57.5 percent of the replacement cost.⁴¹ The Supreme Court of New Jersey reached the same result in *525 Main Street Corp. v. Eagle Roofing Co.*⁴²

The courts also have prorated the damages for other building components. For example, in *Rhode Island Turnpike and Bridge Authority v. Bethlehem Steel Corp.*,⁴³ the Bridge Authority brought an action against Bethlehem Steel for defective painting of bridge steel work. The problem was due to the defendant's failure to clean the steel surface before applying the paint; one of the witnesses described the original paint as "coming off in the breeze."⁴⁴ The trial court found that the original paint afforded some degree of protection to the bridge for three years but that plaintiff had contracted for a paint job that should have lasted twelve years. Accordingly, the defendant deserved a credit for \$1,378,039, which represented 25 percent of the cost of the repairs (\$5,512,158). Judgment was entered for \$4,134,188. Though the defendant argued, on appeal, that it should be given credit for the years it performed remedial work, the Supreme Court of Rhode Island disagreed. Rejecting the defendant's argument, it ruled that to permit Bethlehem credit for the extra time it took to cure its breach and paint the 2½-mile-long bridge would "wrongfully allow the company to benefit from the fortuitous fact" that it took several years to repaint the bridge.⁴⁵ Further:

In computing the credit, the essential time element is not the number of years that portions of the original coat of paint remained on the bridge, but rather the amount of time that Bethlehem's paint job as a whole served some useful function. This approach best serves the meaning of the term "credit." Bethlehem can only claim credit for that benefit which it has bestowed upon the Authority, that is, the useful life of the original paint.⁴⁶

The Supreme Court of Rhode Island remanded the case for a determination of damages based upon its ruling.⁴⁷

In *Fleming v. Scott*,⁴⁸ the Supreme Court of Colorado held that a defendant-contractor was entitled to a credit with respect to an owner's damages for replacement of two floor furnaces. At most, the plaintiff was entitled to the cost of replacing the defective floor furnaces with the same type of system or a refund of the contract price, but was "not entitled to be placed in a position more advantageous than she contracted for."⁴⁹ Moreover, the trial court should have instructed the jury to take into consideration depreciation of the equipment due to four years of use (although the court did not specify the life expectancy of the equipment in its decision).⁵⁰ The Supreme Court of Colorado reversed the jury verdict of full replacement cost and remanded the case for a new trial.⁵¹ Other courts have similarly reduced recoveries to

account for the use enjoyed by a plaintiff.⁵²

Some courts have declined to reduce the owner's damages based upon depreciation or useful life. For example, in *Price v. B. Constr. Co.*,⁵³ the purchasers of a home sued the seller-builder for breach of an express warranty that the cellar would be free from water intrusion for one year. Water entered the home within the first year. To repair the problem, the plaintiffs installed a new drainage system with a life expectancy equal to the building itself, or at least fifty years. The issue on appeal was whether the jury should have been instructed to prorate the damages over the fifty-year life expectancy of the new system, i.e., whether the damages should have been limited to one-fiftieth of the replacement costs since the original guarantee was only for one year. The defendant argued that it would be unfair to require it to pay a sum that would give fifty years' freedom from water infiltration. Applying the test established in *525 Main Street*,⁵⁴ the New Jersey appellate court found that the parties bargained for work of a greater life expectancy than the one-year guarantee.⁵⁵ Finding that the damages were appropriate and should not be reduced by depreciation, the court reasoned, "[U]nlike a roof which has limited life due to its exposure to the elements, the cellar of a new house that remains free from water for one year after its construction might reasonably be expected to remain free from water indefinitely thereafter."⁵⁶

In *Boston Old Colony Ins. Co. v. Tiner Associates, Inc.*,⁵⁷ a telephone transmission tower collapsed after the owner had used it for more than half of its fifty- to seventy-five-year life expectancy. The lower court granted plaintiff's motion in limine to exclude any evidence of depreciation. On appeal, the defendant (the contractor who failed to brace temporarily the tower during repairs) claimed that the court should consider depreciation because half of the tower's useful life had been expended at the time of the collapse, citing *Bellsouth*.⁵⁸ In rejecting that contention, the Fifth Circuit Court of Appeals, applying Louisiana law, distinguished the holding in *Bellsouth* based upon the long life expectancy of the tower; unlike the plaintiff in *Bellsouth*, the owner of the tower did not expect to have to replace the tower in the next two years, so there was no benefit to the plaintiff from the collapse.⁵⁹ Accordingly, the Fifth Circuit Court of Appeals affirmed the district court's ruling on the motion in limine.⁶⁰

Courts also have declined to recognize depreciation based upon the severity of the problems experienced by the owner during the useful life of the component—that is, when the useful life was not so useful. For example, in *Five M. Palmer Trust v. Clover Contractors, Inc.*,⁶¹ the owner used a roof for seven years before replacing it. Rejecting the defendant's argument, the Louisiana Court of Appeals ruled:

We are not persuaded by defendant's argument that this somehow rewards plaintiff with a new roof after using the old roof for over seven years. The fact is that plaintiff never got the roof it paid for in the first place, and it has suffered with a roof that leaked continuously since it was installed despite repeated attempts by defendant to repair the roof which were not only unsuccessful but which aggravated the problem.⁶²

At least one Louisiana court of appeals⁶³ has followed *Five M. Palmer Trust*.

A Delaware superior court declined to reduce the damages for depreciation under the facts before it, citing the potential for jury confusion. In *Council of Unit Owners of Sea Colony East v. Carl M. Free-*

man Associates, Inc.,⁶⁴ a plaintiff condominium association claimed a multitude of construction defects and filed a motion in limine to block the defendants from presenting any evidence to reduce damages based upon the "useful life theory." Among the problems, the plaintiff had to replace the roof after thirteen years of use, and there were defective walls, concrete balconies, and walkways. Distinguishing *Bloomsburg*⁶⁵ and *Allied*,⁶⁶ the Delaware superior court noted that, unlike a roof, these various building components may not have clearly identifiable life expectancies. Accordingly, it granted the plaintiff's motion in limine, reasoning that the "useful life theory" had the potential to create significant proof problems and substantial jury confusion, which might unduly benefit the defendants.⁶⁷ Moreover, it stated that if it allowed a reduction for useful life, the plaintiff would be entitled to an offset for the diminished use of the defective component during its "not-so-useful life," which would create overwhelming proof problems.⁶⁸

Cost of Repair Exceeding Original Contract Sum

Should the doctrine of betterment apply to limit the damages claimed by the owner when the cost to repair the defective component exceeds the contractor's original price? Assuming there is no economic waste and the reasonable repair provides the owner with a benefit equal to that contemplated under the contract, the owner may recover the entire cost of repair from the contractor.

An excellent example is the case of *Scheppegrell v. Barth*,⁶⁹ in which the contractor agreed to paint the inside of the owner's home for \$1,100. The paint later peeled and flaked. The owner then hired another contractor to repaint at a cost of \$2,411 and sought to recover this amount from the original painter. The court allowed the recovery, stating:

In this case the work performed is worthless and must be completely redone. Plaintiff is entitled to be made whole and to claim the expense of repainting the interior of his residence. According to the evidence, the lowest bid for this work amounted to \$2,411, and the defendant is liable to plaintiff in that amount. (Citation omitted).⁷⁰

In *Carter v. Quick*,⁷¹ some owners entered into an oral contract for construction of a dwelling at a price of \$25,000. After moving into the home, the owners initiated an action for breach of contract and negligent performance of the contract, alleging that the builder represented the home would be constructed in a good and workmanlike manner and that the quality of the construction would be consistent with the builder's own residence. After a bench trial, the owners were awarded \$4,060, the bulk of which represented the cost of replacing a brick veneer on the front of the home, and the builder was awarded \$205 on a counterclaim. The primary issue on appeal involved the appropriate measure of damage for replacement of the brickwork.

After meandering through a general discussion of the law of damages in Arkansas and elsewhere, the Supreme Court of Arkansas settled on a rule that would allow for the cost of curing defects, except where curing the defects would cause unreasonable economic waste. It also rejected the builder's argument that the cost of the brick replacement was so excessive as to render replacement costs unavailable as a matter of law, stating that "[i]t cannot be seriously contended that replacement would result in material injury to the structure. The mere fact that replacement would cost \$4,000 or more and the

contract price was only \$25,000 does not mean that the [owner] had met his burden to the extent that the court should say, as a matter of law, that there was an unreasonable economic waste or that the expense is too great to resort to this measure of damages.⁷² Finally, although the Arkansas court felt that the owners should not be deprived the benefit of their bargain, it did note that the current, undisputed market value of the home, with the poor brickwork, exceeded the contract price, perhaps suggesting that there were no damages.

The dispute in *Dierickx v. Vulcan Industries*⁷³ involved application of a waterproofing sealant to the basement walls of the owner's home. The contractor provided a warranty with the work stating that the basement would be seepage free for five years. After years of trying to stop seepage in the basement, the contractor gave up. During this time period, the owner paid the contractor \$230 for the work. Subsequently, the owner hired another contractor to break up a portion of the owner's driveway and excavate at the basement wall. The owner sued the original contractor, seeking amounts paid to the original contractor and the second contractor, for personal injury damages, and for damages to property stored in the basement. At trial, the court found that the contractor had breached its contract and rendered judgment in favor of the owner for \$230, the amount the owner had paid to the original contractor under the waterproofing contracts.

On appeal, the Michigan appellate court opined that any claims to recover the second contract price were not well founded, as the second contract resulted in a greater benefit than that promised by the original contractor (no seepage for in excess of five years). On the other hand, the trial court had improperly limited the owner's damages to the original contract price. The proper measure of damages, the court held, is the lowest cost of furnishing the owner a dry basement for the warranty period of five years. The owner is entitled to this measure of damages even if the amount exceeds the original contract price. In addition, the owner may recover incidental damages caused by the breach.

In *State ex rel. Stovall v. Reliance Ins. Co.*,⁷⁴ a recent Kansas Supreme Court case, an owner was allowed to seek recovery of direct damages, not to exceed the cost to replace the original system on the date of discovery of the defect, and consequential damages, even if these damages far exceeded the original contract price. The Supreme Court of Mississippi has reached the same result.⁷⁵

Other Applications of Betterment/Added Value

Underestimating Construction Costs

Contractors and design professionals are routinely called upon to provide cost estimates to owners. Mindful that they are navigating through a minefield of potential troubles, design professionals and contractors are reluctant to prepare and provide such estimates. While cost estimating is an everyday, mundane task in the construction industry, the issue of costs is anything but mundane and is frequently a source of heated conflict among owners, contractors, and design professionals.

In many jurisdictions, if a design professional significantly underestimates the cost of a project, the design professional may not only risk losing a fee, but may also be liable for damages to the owner. Depending upon the jurisdiction, damages may be calculated as the difference between actual cost and the estimated cost, as the difference between the market value of the property and the estimated cost, or as lost profits suffered by a commercial owner. The following cases

reveal the risks to a design professional when underestimation becomes an issue and how the concept of betterment may apply.

The early case of *Capitol Hotel Co., Inc. v. Rittenberry*⁷⁶ involved an architect retained to design and provide a cost estimate for the construction of a hotel. The architect represented in his cost estimate that the cost of construction would be no more than \$375,000, when, in fact, the actual cost was \$500,000. The architect sued to recover his fee when the owner subsequently refused to pay. The owner countersued, seeking damages associated with the increased cost of construction and other damages. Prior to trial, a Texas trial court dismissed the owner's claim for increased construction costs. At trial, a jury found in favor of the architect on his claim for fees and denied recovery to the owner on his remaining claims.

On appeal, the owner contended the trial court erred in dismissing his claim for increased costs. The Texas appellate court agreed, observing that the owner's claim arose from the parties' contract, but sounded in tort (negligence and fraud) due to the architect's violation of the duty to act with reasonable skill. The claim included allegations that the architect knew that the owner would not have undertaken construction if it knew costs could exceed \$375,000, knew that a fair return on the owner's investment could not be achieved if costs exceeded \$375,000, and failed to inform the owner of increased costs until it was too late for the owner to attempt any cost-saving measures, forcing the owner to complete the project for \$500,000.

Although the Texas appellate court agreed that the dismissal of the owner's claim was error, it rejected the owner's contention that damages should be measured by the increase in construction costs. In dictum, the Texas appellate court said:

It would be inequitable to permit defendants to retain this building with this added value and at the same time recover the amount of such additional expenditure from [the architect].⁷⁷

Instead, it identified the following as the correct standard:

The measure of damages generally for a breach of contract is such a sum as will fully and fairly compensate the injured party for the losses sustained, taking into consideration what was in contemplation of the parties when it was made—in this case a reasonable return on the investment.⁷⁸

Thus, while recovery of lost profits was permissible in *Capitol*, it was subject to proof that the owner instructed the architect to prepare the estimate with the understanding that constructing the hotel would produce a fair return on investment. Even if lost profits could not be proven with sufficient certainty, the owner could still recover, upon prevailing on liability, some nominal amount as damages. Finally, the court in *Capitol* ruled that an architect may not recover fees if the actual cost of construction is not reasonably near the estimate.

In the more recent case of *Kellogg v. Pizza Oven, Inc.*,⁷⁹ a pizza parlor wished to construct a building on land owned by another. The pizza parlor and the owner agreed that the owner would pay for the building up to \$60,000 and that the pizza parlor would pay for any excess amounts. The architect was aware of this agreement. The architect submitted a cost estimate of \$62,000, but the actual cost of the building was about \$92,000. The architect failed to monitor bids submitted by contractors and failed to inform the pizza parlor of the increased costs until the building was almost finished.

The Colorado Supreme Court presented the general rule:

An architect who substantially underestimates, through lack of skill and care, the cost of a proposed structure, which representation is relied upon by the employer in entering in the contract and proceeding with construction, may not only forfeit his right to compensation, but may become liable to his employer for damages.⁸⁰

Accordingly, the pizza parlor recovered the difference between the actual cost of the building and the estimated cost, less change orders and the customary 10 percent permissible variation. The court in *Kellogg* distinguished cases disallowing such damages, reasoning that such cases involved owners. In contrast, the pizza parlor was not an owner but a lessor and, therefore, did not stand to retain any benefit from the additional costs. More importantly, the other cases involved buildings with increased value or the potential for increased rental income, but the defendant in *Kellogg* did not submit any evidence demonstrating potential for increased efficiency, increased customer revenue, or increased functionality.

Under Minnesota law, an architect may be held liable for certain damages resulting from underestimating the costs of construction. In such cases, the owner's recovery may include forfeiture of the architect's compensation, but "not the excess costs of the structure." Rather, the owner's recovery "is the difference between the total cost of the property to date and that amount of money that a prudent person would pay for the property in its present condition."⁸¹

Real Estate Purchase—Diminished Property Value

The question of betterment may arise in the context of the purchase of real estate. A buyer intending to build a project may rely upon a professional who renders advice on the suitability of the land for the building, e.g., soil tests. If the advice is erroneous, the professional might argue that the buyer should not be able to recover any damages because it received the value of the property. That is, the buyer should not be placed in a better position than if the advice had been correct. The cases on point turn on whether there was in fact some diminution in value because of the faulty advice.

In *Gagne v. Bertran*,⁸² the Supreme Court of California held that the plaintiffs failed to prove that they had been damaged by incorrect soil tests performed by the defendant. The plaintiffs testified that when they purchased the property, they relied on the tests showing the absence of fill dirt. Despite the fact that the plaintiffs had to pay more than anticipated for the construction of the foundation, the court held that they did not prove that the lots were worth less than the purchase price or that the value of the building was less than the cost of construction.⁸³

In *Cory v. Villa Properties*,⁸⁴ a California appellate court considered a suit by the buyers of realty against the sellers, claiming that they thought they had purchased 2.84 acres of land rather than 1.88 acres. The plaintiffs testified that they would not have purchased the property if they had known the facts. The lower court held that the plaintiffs had not shown any damage, but that ruling was reversed and the case was remanded for a new trial. After discussing *Gagne*, the California Court of Appeals found that the plaintiffs did not sustain any out-of-pocket loss because the value of the property was greater than or equal to the purchase price.⁸⁵ However, it ruled that there was a triable issue as to whether the plaintiffs sustained any "additional dam-

ages," i.e., lost profits reasonably anticipated from subdividing and selling off the acreage (based upon California damage statutes).⁸⁶

Burden of Proof

Is betterment or added value an affirmative defense that must be pled and proven by the architect, contractor, or supplier? Or is it the owner's burden to show that the damages claimed are necessary to put the owner in the same position as if the contract had been properly and fully performed? The decisions are mixed, and the issue can have a dramatic impact on the outcome of a case.

Many states have rules or statutes similar to Federal Rule of Civil Procedure 8(c), which provides that "[i]n pleading to a preceding pleading, a party shall set forth affirmatively . . . any other matter constituting an avoidance or affirmative defense."⁸⁷ Rule 8 does not indicate whether betterment constitutes a matter of "avoidance" or whether the claimant should bear the burden of proof.

Most courts have placed the burden of proof on the design professional, contractor, or supplier ("defendant" here for the sake of convenience).⁸⁸ However, some courts have held that the owner has the burden to prove that there was no betterment or added value.⁸⁹

The Texas Court of Appeals considered the question in *Hollingsworth Roofing Co. v. Morrison*.⁹⁰ In *Hollingsworth*, a homeowner sued a roofer who allowed a swimming pool to remain uncovered during roofing repairs, which allowed tar to fall into the pool. Judgment was entered for the cost to replaster the pool, but the defendant complained that the pool was in need of replastering anyway and that its value would be enhanced by replastering.⁹¹ The court held that "[t]he party urging such a contention has the burden to show that the repair, as made, resulted in an enhancement of value."⁹² Because the defendant produced no evidence establishing any enhanced value, the judgment in favor of the plaintiff was affirmed on that issue.⁹³ In *Chemical Express Carriers, Inc. v. French*,⁹⁴ another Texas appellate court held that the defendant is not required to specifically plead betterment but that the defendant has the burden of proof that there has been an enhancement.

Other courts have placed the burden of proof upon the owner and, on occasion, have directed a verdict against it for failing to properly itemize damages. In *City of Westminster v. Centric-Jones Constructors*,⁹⁵ the city sued the prime contractor and the designer claiming problems with its wastewater treatment plant. The city claimed the total cost of replacing two of the three structures involved in the project. The design of the new structures included features that were not a part of the original specifications, such as the correction of a code violation by changing apertures in the walls and including additional structural support. The city sought the total cost of removing, redesigning, and rebuilding the defective construction. The case went to trial against the contractor and its surety, and the court directed a verdict against the plaintiff for failing to properly itemize its damages. The court of appeals affirmed that result, comparing the plaintiff's case to the disfavored "total cost" approach used by contractors to support other types of claims.⁹⁶

In *Neal v. Saizan*,⁹⁷ a homeowner sued the contractor who designed and constructed a roof over an addition to a home. The Louisiana trial court found that the defendant was negligent in the design and construction of the roof, which subsequently leaked. The total cost of replacement was \$5,200, but the court only awarded \$2,700, which was the original contract price for the roof. The trial court would not

award any damages above that amount because it found that the roof as rebuilt was an improvement and there was no evidence adduced as to the cost of repair versus the cost of the improvement.⁹⁸ The Louisiana Court of Appeals affirmed the judgment of the trial court, finding that the plaintiff had not just repaired the roof but had made an improvement to it, and there was no breakdown of the damages by the plaintiff.⁹⁹ Therefore, the court found that the trial court did not err in refusing to award additional damages to the plaintiff where no evidence was adduced as to the exact cost of the same.¹⁰⁰

The Supreme Court of Maryland has reached the same result in at least two decisions.¹⁰¹

This issue has practical significance. Betterment is difficult to quantify; therefore, it is critical to understand which party has the burden of proof. In the absence of clear appellate authority in a particular jurisdiction, counsel might consider seeking an advanced ruling from the court so that the damages are determined on the merits, rather than risking an adverse outcome based upon the failure to produce evidence on the issue of betterment or added value.

Contract Language

Due to the unpredictability of the case decisions cited in this article, the parties to a project should consider whether to address the issue of betterment in their contracts. For example, all or part of the following provision might be included in the owner-architect/engineer agreement (the second paragraph also could be used in the owner-contractor agreement):

If a component of the Project is omitted from the Contract Documents due to the breach of contract or negligence of the Architect/Engineer, it will not be liable to the Owner to the extent of any betterment or added value to the Project. Specifically, the Owner will be responsible for the amount it would have paid to the Contractor for the component if it had been included in the Contract Documents, and the Architect/Engineer will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component and a presumed "premium" of ___% of the cost of the component furnished through a Change Order from the Contractor.

If it is necessary to replace a component of the Project due to the breach of contract or negligence of the Architect/Engineer, it will not be liable to the Owner for any enhancement or upgrade of the component beyond what was originally included in the Contract Documents. In addition, if the component has an identifiable useful life that is less than the building itself, the damages of the Owner shall be reduced to the extent that the useful life of the component will be extended by the replacement thereof.

The use of this clause would favor the designer by solidifying the defense of betterment and defining the "premium" associated with change orders. However, the parties should consider whether the designer's agreement to pay such a "premium" violates the terms of its professional liability policy as an assumption of liability by contract.

Conclusion

The betterment or added value doctrine is widely recognized and commonly applied in construction claims, but this aspect of the law of

damages is far from being fully developed. The approach of the courts varies and many of the decisions appear to be result-oriented. There are many exceptions to the defense, and the courts do not even agree on whether the doctrine is an integral part of the owner's burden of proof or an affirmative defense of the designer, contractor, or supplier. Consideration should be given to including a betterment provision in design and construction contracts to eliminate this uncertainty. ■

Endnotes

1. Some authors have used the term "added first benefit" to describe the doctrine or defense, but no reported decision to date has utilized that term. In fact, very few decisions use any label whatsoever. In this article, the doctrine or defense will be termed "betterment" or "added value."

2. See *Glendale Fed. Sav. & Loan Ass'n v. Marina View Heights Dev. Co.*, 135 Cal. Rptr. 802 (Cal. App. 1977).

3. See PHILIP L. BRUNER & PATRICK J. O'CONNOR JR., BRUNER AND O'CONNOR ON CONSTRUCTION LAW §§ 19.7, 19.8, 19.26 to 19.29 (2002); see also Ben Patrick, *The Added First Benefit Rule*, 24 CONSTR. LAW. 26 (Summer 2004); Stewart W. Karge, *Architect-Engineer's Damages: The Added First Benefit Theory*, 9 CONSTR. LAW. 1 (Nov. 1989).

4. 552 So. 2d 228 (Fla. App. 1989), *rev. denied*, 563 So. 2d 631 (Fla. 1990).

5. *Id.* at 232-33.

6. *Id.* at 233.

7. *Soriano v. Hunton, Shivers, Brady & Assocs.*, 524 So. 2d 488 (Fla. App. 1988), *rev. denied*, *Hunton, Shivers, Brady & Assocs. v. Soriano*, 534 So. 2d 399 (Fla. 1988).

8. This result in *Soriano* is at least in part the result of the relationship between the parties. The court based its decision on the fact that the architects, as the responsible party for the design of the building, voluntarily chose to perform the adjustments to the design without the owner's authority to do so. The court found that such an action, which amounted to the architects voluntarily conferring a benefit upon the owner, violated the general rule that a person who without a mistake, coercion, or request has unconditionally conferred a benefit upon another is not entitled to restitution. The court continued: "to permit the architects to recover from the structural engineer in this instance may encourage acts of volunteerism under a guise of mitigating an owner's damages without the owner's consent."

9. See also *Grossman v. Sea Air Towers, Ltd.*, 513 So. 2d 686 (Fla. App. 1987), *rev. denied*, 520 So. 2d 584 (Fla. 1988) (Structural engineer was found to have "under-designed" a building deck. The court held that the proper measure of damages was the amount necessary to restore the deck to its original condition, plus related losses occasioned by failure of the deck—including adverse impact on the owner's operations. However, the construction costs associated with increasing the load capacity of the deck were the owner's responsibility, as these costs would have been incurred even if there had been no negligence on the part of the defendants.).

10. *Wendward Corp. v. Group Design, Inc., Maine Test Borings, Inc.*, 428 A.2d 57 (Me. 1981) (A geotechnical engineer mistakenly took soil borings at the wrong location. The damage award had to be reduced to exclude costs associated with what was necessary to continue construction, such as deep excavation and removal of all dump and compact fill to necessary levels. Such items "cannot be included in any award of damages.").

11. *Broyles v. Brown Eng'g Co.*, 151 So. 2d 767 (Ala. 1963); *Fed. Mogul Corp. v. Universal Constr. Co.*, 376 So. 2d 716 (Ala. Civ. App. 1979); *Bloombsburg Mills, Inc. v. Sordoni Constr. Co.*, 164 A.2d 201 (Pa. 1960); *Hill v. Polar Pantries*, 64 S.E.2d 885 (S.C. 1951); *Beachwalk Villas Condo. Ass'n, Inc. v. Martin*, 406 S.E.2d 372 (S.C. 1991); *Tommy L. Griffin Plumbing & Heating Co. v. Jordan, Jones & Goulding, Inc.*, 463 S.E.2d 85 (S.C. 1995); *E. Steel Constructors, Inc. v. City of Salem*, 549 S.E.2d 266 (W. Va. 2001); see also *Bd. of Educ. of Cmty. Consol. Sch. Dist. No. 54 v. Del Bianco & Assocs., Inc.*, 372 N.E.2d 953 (Ill. App. 1978) (holding that the defendant had the implied obligation to specify the use of reasonably good materials, to perform its work in a reasonably workmanlike manner, and in such a way as reasonably to satisfy such requirements as it had noticed the work was required to meet). This is to be distinguished from an implied warranty of reasonable skill and diligence or workmanlike performance, breaches of which may constitute mere negligence (see

First Nat'l Bank of Akron v. Cann, 503 F. Supp. 419, 440 (N.D. Ohio 1980)).

12. Carter v. Wolf Creek Highway Water Dist., 635 P.2d 1036 (Or. App. 1981), and Skidmore, Owings & Merrill v. Intrawest I L.P., 1997 WL 563159 (Wash. App.) (unpublished opinion).

13. 635 P.2d 1036 (Or. App. 1981).

14. *Id.* at 1038.

15. Skidmore, Owings & Merrill v. Intrawest I L.P., 1997 WL 563159 (Wash. App.) (unpublished opinion).

16. DBIA Document No. 535 (Standard Form of General Conditions between Owner and Design-Builder), ¶ 2.3.1.

17. AIA Document A141-2004, Exhibit A, § A.3.5.1.

18. AIA Document A141-2004, § A.1.1.6.

19. 142 S.W.3d 255 (Mo. App. 2004).

20. *Id.* at 264.

21. *Id.*

22. State ex rel. Stephan v. Wolfenbarger and McCulley, P.A., 690 P.2d 380 (Kan. 1984).

23. 275 P.2d 15 (Cal. 1954).

24. *Id.* at 22-23.

25. Goodin, *Architectural Malpractice Litigation* § 140, 19 AM. JUR. 2d *Trials* 231 (2006).

26. 316 N.E.2d 51 (Ill. App. 1st Dist. 1974).

27. *Id.* at 59.

28. 78 A.2d 387 (D.C. App. 1951).

29. *Id.* at 940-41.

30. 348 P.2d 701 (Colo. 1960).

31. *Id.* at 702.

32. 157 N.W.2d 816 (Mich. App. 1968).

33. *Id.*

34. *Id.*

35. Cmty. Television Servs., Inc. v. Dresser Indus., Inc., 435 F. Supp. 214 (D.S.D. 1977), *aff'd*, 586 F.2d 637 (8th Cir. 1978), *cert. denied*, Dresser Indus., Inc. v. Cmty. Television Servs., Inc., 441 U.S. 932, 99 S. Ct. 2052, 60 L. Ed. 2d 660 (1979) (damages for replacement of television tower were reduced by betterment of \$20,000 due to differences in the construction); Soriano v. Hunton, Shivers, Brady & Assocs., 524 So. 2d 488 (Fla. App. 1988), *rev. denied*, Hunton, Shivers, Brady & Assocs. v. Soriano, 534 So. 2d 399 (Fla. 1988) (deduction made for the cost of structural modifications that the owner would have incurred had they been part of the original design, but recovery was allowed for out-of-sequence costs and additional engineering since the owner did not derive an added benefit from them); Grossman v. Sea Air Towers, Ltd., 513 So. 2d 686 (Fla. App. 1987), *rev. denied*, 520 So. 2d 584 (Fla. 1988) (when a concrete deck collapsed and was rebuilt, the cost incurred in increasing the load capacity of the deck would have been the owner's responsibility even if there had been no negligence on the part of the defendants); Temple Beth Shalom and Jewish Ctr. v. Thyne Constr. Corp., 399 So. 2d 525 (Fla. App. 1981) (if the owner elects a more expensive design as a part of the repairs, recovery is limited to the reasonable costs of repair according to the original design plus professional fees to implement the repairs); Lochrane Eng'g, Inc. v. Willingham Realgrowth Inv. Fund Ltd., 552 So. 2d 228 (Fla. App. 1989), *rev. denied*, 563 So. 2d 631 (Fla. 1990) (the defendants were not liable for the cost of engineering study to determine the feasibility of connecting a septic tank to the municipal sewer system, which was not contemplated by the original design); State Prop. and Bldg. Comm'n of Dep't of Fin. v. H.W. Miller Constr. Co., 385 S.W.2d 211 (Ky. 1964) (damages should not include enhancements unless the comparative cost of repair is the same as the original design); Zindo v. Pelican Builders, Inc., 367 So. 2d 1294 (La. App. 1979) (homeowner not entitled to have her addition constructed with 30-foot wood pilings instead of 12-15-foot concrete pilings, but is limited to what her contract provided); Bachman v. Parkin, 471 N.E.2d 759 (Mass. App. 1984), *rev. denied*, 474 N.E.2d 182 (Mass. 1985) (the owner cannot recover for expenditures made for extraneous purposes that created a better house than had been agreed upon); Martin v. Phillips, 440 A.2d 1124 (N.H. 1982) (homeowners terminated the contractor and completed the project were not entitled to recover amounts in excess of the stated allowances for such items as carpeting, cabinets, and the heating system since that would place them in a better position than they would have been under the contract); Sid Grinker Co., Inc. v. Craighead, 146 N.W. 478 (Wis. 1966) (owner not entitled to cost of redoing doors in a manner superior to that contemplated in the contract); Harley Paws, Inc. v. Mohns, Inc., 639 N.W.2d 223, 2001 WL 1403557 (Wis. App. 2001)

(unpublished opinion, text in Westlaw), *rev. denied*, 643 N.W.2d 94 (Wis. 2002) (damages should be credited for an upgrade to more expensive countertops); Holton v. McComb, 636 P.2d 513 (Wyo. 1981) (home purchasers suing builder may not include in its repair/completion costs claim the value of cedar shake shingles when the original bargain was for asphalt shingles); see BRUNER & O'CONNOR, *supra* note 3, §§ 19.26 to 19.28; see also John P. Ludington, Annotation, *Modern Status of Rule as to Whether Cost of Correction or Difference in Value of Structures Is Proper Measure of Damages for Breach of Construction Contract*, 41 A.L.R.4th 131, § 22 (1985). But see Bd. of Educ. of Charles County v. Plymouth Rubber Co., 569 A.2d 1288 (Md. App. 1990), *cert. denied*, Eurell Co. v. Bd. of Educ. of Charles County, 578 A.2d 778 (Md. 1990) (defective roofing case). Although the court found that the owner was only entitled to a system that would fulfill the warranty made by the supplier, and not one designed to exceed that standard, it held that the trial court did not err in admitting evidence of the replacement cost of the roof as a measure of damages. The court noted that contrary to the warranty, the plaintiff never really had a roof that was watertight (the decision begins with the statement "[t]his is a case about a roof that just wouldn't stop leaking"). Further, the plaintiff offered testimony that it was necessary to replace the roof with a more expensive system to ensure that it remained watertight.

36. 575 S.W.2d 445 (Ark. 1979).

37. *Id.* at 449.

38. *Id.*

39. *Id.* at 450.

40. 164 A.2d 201 (Pa. 1960).

41. *Id.* at 204.

42. 168 A.2d 33 (N.J. 1961) (owner's recovery for defective roof must be prorated for expected life of the replacement roof beyond the remaining guaranteed useful life of the original, defective roof).

43. 415 A.2d 1295 (R.I. 1980).

44. *Id.* at 1297.

45. *Id.*

46. *Id.*

47. *Id.* at 1298.

48. 348 P.2d 701 (Colo. 1960).

49. *Id.* at 702.

50. *Id.*

51. *Id.*

52. Bellsouth Telecomm., Inc. v. Citizens Utilities Co., 962 F. Supp. 79 (E.D. La. 1996); Oakwood Villa Apartments, Inc. v. Gulu, 157 N.W.2d 816 (Mich. App. 1968); see BRUNER & O'CONNOR, *supra* note 3, § 19.29.

53. 187 A.2d 25 (N.J. App. 1962).

54. 525 Main Street Corp. v. Eagle Roofing Co., 168 A.2d 33 (N.J. 1961).

55. *Price*, 187 A.2d at 27.

56. *Id.*

57. 288 F.3d 222 (5th Cir. 2002).

58. Bellsouth Telecomm., Inc. v. Citizens Utilities Co., 962 F. Supp. 79 (E.D. La. 1996).

59. *Boston Old Colony*, 288 F.3d at 231.

60. *Id.* at 234.

61. 513 So. 2d 364 (La. App. 1987).

62. *Id.* at 366.

63. Nat'l Tea Co. v. Plymouth Rubber Co., Inc., 663 So. 2d 801, 808 (La. App. 1995).

64. 564 A.2d 357 (Del. Super. 1989).

65. Bloomsburg Mills, Inc. v. Sordoni Constr. Co., 164 A.2d 201 (Penn. 1960).

66. Allied Chem. Corp. v. Van Buren Sch. Dist., 575 S.W.2d 445 (Ark. 1979).

67. *Sea Colony*, 564 A.2d at 363.

68. *Id.* at 364.

69. 117 So. 2d 903 (La. 1960).

70. *Id.* at 906-07.

71. 563 S.W.2d 461 (Ark. 1978).

72. *Id.* at 465.

73. 158 N.W.2d 778 (Mich. 1968).

74. 107 P.3d 1219 (Kan. 2005).

75. Wright v. Stevens, 445 So. 2d 791 (Miss. 1984).

76. 41 S.W.2d 697 (Tex. App. 1931).

77. *Id.* at 704.
78. *Id.*
79. 402 P.2d 633 (Colo. 1965).
80. *Id.* at 634.
81. *Kostohryz v. McGuire*, 212 N.W.2d 850, 853–54 (Minn. 1973) (citing *Durand Assoc. v. Guardian Inv. Co.*, 183 N.W.2d 246, 250 (Neb. 1971)).
82. 275 P.2d 15 (Cal. 1954).
83. *Id.* at 22–23.
84. 225 Cal. Rptr. 628 (Cal. App. 1986).
85. *Id.* at 633.
86. *Id.* at 634.
87. FED. R. CIV. P. 8(c).
88. *Boston Old Colony Ins. Co. v. Tiner Assocs., Inc.*, 288 F.3d 222 (5th Cir. [La.] 2002); *Kellogg v. Pizza Oven, Inc.*, 402 P.2d 633 (Colo. 1965); *State Prop. and Bldg. Comm'n of Dep't of Fin. v. H.W. Miller Constr. Co.*, 385 S.W.2d 211 (Ky. 1964); *Nat'l Tea Co. v. Plymouth Rubber Co., Inc.*, 663 So. 2d 801 (La. App. 1995); *Bd. of Educ. of Charles County v. Plymouth Rubber Co.*, 569 A.2d 1288 (Md. App. 1990), *cert. denied*, *Eurell Co. v. Bd. of Educ. of Charles County*, 578 A.2d 778 (Md. 1990); *Zontelli & Sons, Inc. v. City of Nashwauk*, 373 N.W.2d 744 (Minn. 1985); *L.L. Lewis Constr., L.L.C. v. Adrian*, 142 S.W.3d 255 (Mo. App. 2004); *Bloomsburg Mills, Inc. v. Sordoni Constr. Co.*, 164 A.2d 201 (Penn. 1960); *Hollingsworth Roofing Co. v. Morrison*, 668 S.W.2d 872 (Tex. App. 1974); *Chem. Express Carriers, Inc. v. French*, 759 S.W.2d 683 (Tex. App. 1988); *Skidmore, Owings & Merrill v. Intrawest I L.P.*, 1997 WL 563159 (Wash. App.) (unpublished opinion).
89. *Gagne v. Bertran*, 275 P.2d 15 (Cal. 1954); *City of Westminster v. Centric-Jones Constructors*, 100 P.3d 472 (Colo. App. 2003), *cert. granted*, 2004 WL 2504512 (Colo. 2004); *Zindo v. Pelican Builders, Inc.*, 367 So. 2d 1294 (La. App. 1979); *Neal v. Saizan*, 486 So. 2d 832 (La. App. 1986); *Corelli Roofing Co. v. Nat'l Instrument Co.*, 214 A.2d 919 (Md. 1965); *Hooton v. Kenneth B. Mumaw Plumbing & Heating Co., Inc.*, 318 A.2d 514 (Md. 1974).
90. 668 S.W.2d at 872.
91. *Id.* at 876.
92. *Id.*
93. *Id.*
94. 759 S.W.2d 683, 689 (Tex. App. 1988).
95. 100 P.3d 472 (Colo. App. 2003), *cert. granted*, 2004 WL 2504512 (Colo. 2004).
96. *Id.* at 478.
97. 486 So. 2d 832 (La. App. 1986).
98. *Id.* at 833.
99. *Id.* at 833–34.
100. *Id.*
101. *Corelli Roofing Co. v. Nat'l Instrument Co.*, 214 A.2d 919 (Md. 1965); *Hooton v. Kenneth B. Mumaw Plumbing & Heating Co., Inc.*, 318 A.2d 514, 519 (Md. 1974).

NO. 4.49
A.M. PM

JUL 06 2010

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.

225 North 9th Street, Suite 820

P.O. Box 1097

Boise, ID 83701

Telephone: (208) 331-1170

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J. DAVID NAVARRO, Clerk

**By J. RANDALL
DEPUTY**

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**AFFIDAVIT OF DAVE POWELL DATED
MAY 24, 2010 FILED IN SUPPORT OF
OPPOSITION TO MOTION FOR
SUMMARY JUDGMENT**

COMES NOW, DAVE POWELL, who being first duly sworn, who on oath deposes and says:

1. I am above the age of 18 years and have personal knowledge of the facts contained herein.

2. I am the owner of River Ridge Engineer, and I am licensed Professional Engineer in the State of Idaho.

3. At the request of the City of Meridian, I have reviewed the plans for the Meridian City Hall Project.

**AFFIDAVIT OF DAVE POWELL DATED MAY 24, 2010 FILED IN SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT**

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4. As part of my review, I have prepared a take off, or engineering calculation, of the square footage of the building, in order to determine how the square footage was allocated among the various uses contained within the structure.

5. Attached hereto as Ex. "A", is a true and correct copy of the summary of my engineering calculations, which are incorporated herein by reference as though fully set forth.

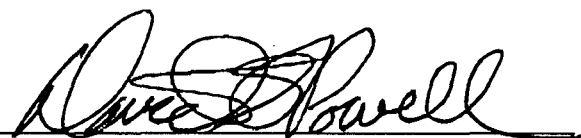
6. As evidenced by the plans, and as divided by category, the following is the square footage breakdown of the various use components of the Meridian City Hall:

- | | |
|--|----------------------------|
| a. Office Space (including auditorium) - | 73,199 square feet; |
| b. Vertical Shafts - | 6,560 square feet; |
| c. Common Area - | <u>21,020</u> square feet; |
| Total: | 101,572 square feet. |

FURTHER YOUR AFFIANT SAYETH NAUGHT.

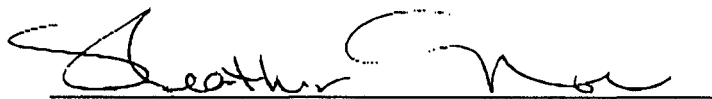
TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY, P.A.

By:


Dave Powell

Subscribed and sworn to before me this 24th day of May, 2010.




Notary Public, State of Idaho
Residing at: ~~Meridian, ID~~ Boise, Idaho
My commission expires: ~~November 3, 2014~~
5.25.12

AFFIDAVIT OF DAVE POWELL DATED MAY 24, 2010 FILED IN SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT

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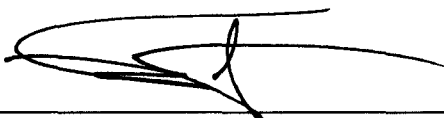
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of July, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

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<input type="checkbox"/>
<input type="checkbox"/>



Kim J. Trout

Meridian City Hall
Meridian, ID

SF Take-off

run: 5/21/2010
orig: 4/29/1930

Basement		19,324
Vertical Shafts	1,094	
Common area	4,960	
Storage	13,270	

First Floor		30,110
Vertical Shafts	1,795	
Common area	5,650	
Office area	22,665	

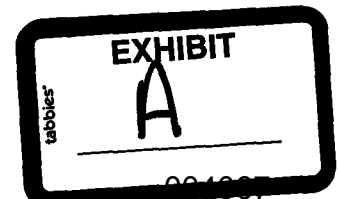
Second Floor		30,110
Vertical Shafts	1,795	
Common area	4,845	
Office area	22,677	
"Open to below"	793	

Third Floor		22,028
Vertical Shafts	1,876	
Common area	5,565	
Office area	14,587	

By Category

Total		101,572
Vertical Shafts	6,560	
Common Area	21,020	
Office area	73,199	
(inc. auditorium)		

Vertical Shafts	All vertical openings - including elevators, stairs, mechanical shafts, etc.
Common area	Hallways, restrooms, janitor's closets, telephone / electrical, etc.
Office area	All remaining area - including conference rooms, offices, auditoriums, etc.



8
A.M. FILED 4:49 P.M.

JUL 06 2010

J. DAVID NAVARRO, Clerk
By J. RANDALL
DEPUTY

KIM J. TROUT, ISB #2468

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Telephone: (208) 331-1170

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Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**AFFIDAVIT OF LAURA KNOTHE
DATED JULY 6, 2010 FILED IN
SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY
JUDGMENT**

COMES NOW, LAURA KNOTHE, who being first duly sworn, who on oath deposes and says:

1. I am above the age of 18 years and have personal knowledge of the facts contained herein;

2. I am a licensed Professional Engineer in the State of Idaho and a Licensed Construction Manager in the State of Idaho;

3. My curriculum vitae is attached hereto;

4. I have been engaged by the City of Meridian to assist with the construction issues and warranty issues which remained, and which continue to exist, following Petra's

**AFFIDAVIT OF LAURA KNOTHE DATED JULY 6, 2010 FILED IN SUPPORT OF
OPPOSITION TO MOTION FOR SUMMARY JUDGMENT**

Page - 1

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abandonment of its duties under the Construction Management Agreement (“CMA”) with the City;

5. Under the CMA, Petra was to fulfill the role of a construction manager. Prime Contractors were engaged by the City to perform actual construction. Petra’s duties under the CMA did not include any actual construction. In construction, punch lists are utilized to identify work of the contractors engaged in the actual construction which is incomplete, or completed improperly and which must then be repaired or replaced to conform to the Contract Documents.

6. I have reviewed the punchlists that have been produced by Petra in this case, and in particular have reviewed the punchlists that were attached to the May affidavit of Gene Bennett. None of the punchlists attached to the Bennett affidavit relate to their performance under the CMA, only to the Work to be completed by the construction contractors. Attached hereto as **Exhibit “A”** and fully incorporated herein by this reference, is a true and correct copy of the punchlists attached to the Bennett affidavit.

7. In conjunction with my work effort for the City on building issues, I have had to coordinate the work of Prime Contractors whose work was not properly completed, well in to the spring of 2010, such as Hobson Electrical, Buss Mechanical, M.R. Miller, Western Roofing, and others. In other words, Work on the Project simply wasn’t complete in accord with the Contract Documents as of August 9, 2009.

8. Petra did not implement the controls necessary to manage this project in accordance with the standard of care expected in the industry.

9. In my professional opinion, the most significant problem was the lack of development of the owner’s project requirements, or “Owner’s Criteria”, an exercise that was required by the CMA but not completed.

10. Section 4.2 of the CMA required that Petra, as the CM, provide a written report detailing the CM's understanding of Owner's Criteria identifying design, construction, scheduling, budgetary, operational or other problems or recommendations. The intent of this requirement was to detail the City's project requirements to serve as the program or plan for successful delivery of the project. The most important job of a CM is to establish the Owner's Criteria in regard to schedule, budget and quality for the project and then oversee design and construction for adherence to this criteria. In my professional opinion, Petra's failure to develop the Owner's Criteria and to comply with the tasks required as it related to the Owner's Criteria failed to comply with the standard of care for a construction manager at the time and place of this project.

11. In my professional opinion, the second fundamental error with Petra's approach to the project was the inadequacy of Quality Assurance and Quality Control (QA/QC) during construction and commissioning. The QA/QC procedures established for the project were not in alignment with a standard of care expected within the industry. Detailed procedures (as required by 4.4.1. of the CMA), Quality Management Plan were not implemented to control the construction process. For example, the brick used for the water feature was not in compliance with the contract specifications. An approved submittal was not obtained prior to construction of the structure. Forensic testing has proven that the brick has less than 1/3 the required strength. The current condition of this brick is that it is crumbling and will need to be replaced.


12. Another example is the poor condition of the roof which has resulted in a number of leaks which is considerably higher than the industry would expect for a building of this age.

13. The third example is that the HVAC system was not properly commissioned to ensure the occupants the comfort expected and the energy efficiency desired by the City who paid for a "State of the Art" system. Team members have indicated that prior to my involvement; a collaborative effort to address the concerns of the Owner had not been engaged. Some specific issues with the HVAC system that have been somewhat mitigated in the last 7 months include:

- a. Adjustments to control set points to mitigate extreme cool conditions experienced by occupants near floor vents/dampers
- b. Repair and replacement of over 60 dampers that were malfunctioning
- c. Modification of the piping for the Air Handling Units which was installed backwards due to incorrect labeling on the units. The air handlers were not providing heating to plenum air, which was also causing cold areas in the building.
- d. Filtering and treatment of glycol mixture in hot and cold loops and the loops for the data room due to improper treatment of water and lack of maintenance during construction, start up and the initial part of the warranty period
- e. Rewiring of Air Handling Unit #2 which was originally wired backwards according to City personnel.
- f. Development of alternates to floor vents in the bathrooms which allow pathway for sewer overflow and other spills to enter and contaminate the HVAC system
- g. Study of system to understand cause of considerably higher than expected energy consumption for a LEED Silver Building.

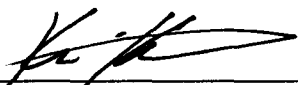
14. In my professional opinion, Petra's failure to develop and implement the QA/QC failed to comply with the standard of care for a construction manager at the time and place of this project.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

By: 
Laura Knothe

Subscribed and sworn to before me this 6th day of July, 2010.




Notary Public, State of Idaho
Residing at: Meridian, ID
My commission expires: November 3, 2014

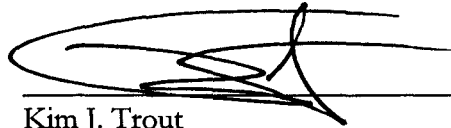
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of July, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSH O HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

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<input type="checkbox"/>
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Kim J. Trout

THE NEW ENERGY COMPANY

Laura L. Knothe, PE, LEED® AP

Laura Knothe has over 18 years of experience in the construction industry on a wide variety of projects providing various roles. Ms. Knothe has extensive design and construction management experience which has allowed the development of proven project management effectiveness with a disciplined approach. Ms. Knothe has strong communication skills, extensive contract administration experience and a strong commitment to accountability, integrity, sustainable design, and responsible construction.

CREDENTIALS

BSCE, Montana State University
Professional Engineer, ID #11145
LEED® Accredited Professional
Idaho Construction Manager Certification #16163-CM
Boise State University Construction Management Advisory Board Member
Vision Charter School Founding Member and Former Board Member, Caldwell ID
BSU Construction Management Department Adjunct Professor

WORK EXPERIENCE

President, The New Energy Company

Consulting firm providing project development, project management and claims consulting on a wide range of projects with a focus on renewable energy. Services include overall program management, contract administration, scheduling, estimating and budget control, quality control and on-site supervision

Project Engineer, Ada County Courthouse Project (\$58M)

350,000 sf mixed-use, LEED® Certified, building with state of the art security and AV systems that includes retail spaces as well as Ada County's 25 courtrooms, office space and holding cells. This project won the "Eagle Award" for a large international company (Morrison Knudsen) for profitability and client satisfaction.

- Coordinated urban planning and project development
- Managed design to ensure that the owner's scope was addressed within the budget and schedule restraints, and to minimize difficulty during construction
- Managed contracts, including contractor payment and change orders to ensure complete execution of contract requirements and minimize change orders.
- Monitored schedule to ensure on-time completion and mitigate delays
- Created and monitored budgets
- Implemented document control and communications protocol to ensure quality and clear communications among the team
- Conducted site tours for County Commissioners and other occupants, the media, professional societies, and city officials, which resulted in positive public exposure and a satisfied user group
- Monitored for quality, schedule, and adherence to design requirements
- Administered commissioning program that guaranteed startup and operation of all equipment and provided adequate training for operations and occupants

Project Manager, City of Beverly Hills Operations Service Center / Parking Garage

\$30 million dollar project for the construction of a temporary structure, relocation of personnel, demolition of existing buildings, and construction of new operations service center and 300-space parking garage. (LEED® Silver)

- Managed design and construction while maintaining responsibility for all aspects of project execution including schedule, budget, quality, and safety

- Coordinated periodic estimates during design to ensure budget compliance while working with the users to provide a functional facility meeting program requirements
- Interfaced regularly with city officials regarding project status and issues including change order negotiations
- Coordinated and resolved all issues related to regulatory agencies, other city entities and all other stakeholders

Project Manager, University of Washington Capital Projects, Seattle, WA

Managed multiple projects totaling \$10M annually on an urban campus. Projects included new construction, remodel work, streetscapes and landscapes and required extensive planning, construction phasing, and rigorous interaction with several campus organizations.

- Implemented Campus Master Plan through prioritization, financial and technical planning of projects, and allocation of funding
- Assisted client and user groups with program scope identification based on needs, desires, and funding
- Managed design using a hands-on approach to ensure that the owner's requirements were met. Reviews involving all stakeholders and regulators alleviated difficulties during construction, ensured compliance with code and environmental requirements and ensured long-term operation and maintenance satisfaction.
- Administered the bid process and contracts; reviewed and negotiated all change order requests
- Presented project status to Board of Regents, Capital Projects' Project Review Board, Students, Faculty, and other interested groups to gain appropriate approvals and to mitigate campus situations that could delay work
- Authored correspondence, reports, and brochures detailing project status and impacts on campus entities
- Monitored budget and schedule and proactively directed the project course to ensure program completion within budget and on schedule
- Enforced compliance with community requests, regulatory requirements, and codes
- Interfaced with facilities departments before, during, and after projects to ensure long-term functionality of systems. Assisted facilities to establish maintenance schedules and ensure successful operation of systems.

Project Manager, Tyco Fire Products Facility (\$12.1 M)

240,000 sf Manufacturing facility in Lubbock, TX. Building consists of 138,000 sf of manufacturing, 76,000 sf of distribution and 13,000 sf of office space. This project won the President's Award for Technical Excellence in 2003 for Earth Tech, Inc.

- Coordinated program development, site selection, and property acquisition
- Interfaced with the City of Lubbock Economic Development Group to provide new facility and 300 new jobs to a depressed area in west Texas
- Responsible for all aspects of project management
- Monitored schedule. Fast-track project - programming through substantial completion was accomplished in less than 12 months
- Controlled budget through value engineering, favorable construction methods and contract negotiations resulting in Owner savings of more than \$500,000
- Increased efficiency with phased design and construction to minimize contract time and realize cost benefits
- Managed procurement and contract administration: Fifteen contracts were bid and awarded in 6 weeks. Twenty-five contracts were executed with a change order amount of less than 2%.

Program Management Consultant, Tamarack Resort, LLC, Tamarack, ID

Capital program includes resort development and construction projects that consist of infrastructure, ski lifts and ski terrain, support structures and multiple residential and hotel buildings in remote setting with significant access and logistics challenges.

- Change Order Review and Negotiations
- Contract Administration Assistance for \$100M GMP Contract

- Procedures and project planning consulting for Capital Program
- Procurement assistance for multiple projects

Project Manager, Mixed-use Development, The Terteling Company, Boise ID

- Coordinate site selection, planning and permitting for multi-phase project
- Interface with multiple regulatory agencies regarding planning and zoning, building, highways and environmental issues as well as water rights issues. Agencies include Ada County Highway District, US Army Corps of Engineers, ID Department of Water Resources, Ada County Planning & Zoning Department, ID Department of Lands and Ada Co. Commissioners
- Provide civil design and erosion and sediment control design for various projects
- Manage consultants necessary for planning and design of various projects

Construction Manager, Foothills Learning Center Phase 2, Boise ID

Interactive Learning Center in Boise Foothills

- Provided civil design and construction management for City of Boise
- Interfaced with various regulatory agencies including Foothills Development Division
- Provided on site coordination of work and quality control

Project Manager, McNary Dam CPSP Security Upgrade Project, Umatilla OR

Security system upgrades to existing systems for increased detection and delay features at heightened force protection levels.

- Managed design and construction of a complete functioning and integrated security system
- Closely monitored schedule, budget, and quality control to ensure on-time completion while maintaining the budget and adhering to the contract documents
- Facilitated communication with the USACE
- Coordinated delivery and installation of owner-furnished equipment

Procurement & Contracts Manager, Pawtucket Water Treatment Plant

25 MGD, \$45M Water Treatment Plant for the City of Pawtucket, RI

- Determine Work Packages, Prequalify bidders, prepare and distribute bid packages for procurement of 34 packages
- Evaluate bids for technical compliance and accuracy and negotiate terms
- Prepare and administer contracts, including scope writing and schedule determination, change mitigation

Design Engineer, Sipan Heap Leach Gold Mine Project, Pampa Cuyoc, Peru

Gold mine on completely undeveloped site at 12,000 feet elevation in the Andes Mountains

- Designed roads, site water sources and distribution, power generation and distribution and all other site utilities and drainage
- Provided oversight during construction startup to ensure compliance

BARB/Gore

Petra Incorporated

TRANSMITTAL

No. 00945

1097 N Rosario St.
Meridian, Idaho 83642

Phone: 208-323-4500
Fax: 208-323-4507

PROJECT: Meridian City Hall

DATE: 2/19/2009

TO: City of Meridian
33 E Idaho Avenue
Meridian, ID 83642

REF: Punch List Sign Off
for Signature

FILE COPY

ATTN: Keith Watts

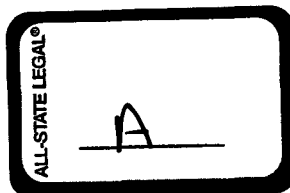
WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input checked="" type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input checked="" type="checkbox"/> Other: 6 pages - Punch List	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Due Date:

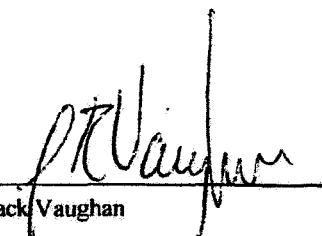
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
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0001	1	2/18/2009				6 pages - Punch list for interior of building Signed off by Ed Ankenman	
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Remarks:

CC:



Signed: 
Jack Vaughan

Meridian City Hall

2-18-09

Final Interior Punch List - OPEN AREAS - General notes

Item number	Responsible Contractor	Location		PETRA	CITY
9	ABS Doors	General Note	Adjust "pull open" pressure on all doors (work continues saw needed Ed)	JRV	ED
10	ABS Doors	General Note	Putty nail holes & stain touch-up at all window trim kits in all doors. (On most door trim nails not putty and some of the putty do not match wood stain, it appears that the putty may not be compatible with stain/clear coat....Ed)	PAW	ED
17	American Wall Covering	General Note	Remove ceiling insulation from return grills	JRV	ED
20	Buss Mechanical	General Note	Provide pipe ID per specs	JRV	ED
28	Buss Mechanical	General Note	Provide air and water balance reports	JRV	ED
38	Hobson	General Note	Provide air and water balance reports	JRV	ED
39	Hobson	General Note	Provide start up reports and inspection reports	JRV	ED
47	ICWP	General Note	Fill nail holes at window trim at all wood doors; typical. (As a general note, most if not all window wood trim needs refilled and or glued ...some nails not long enough....Ed).	JRV	ED
48	ICWP	General Note	Check all chair rail trim for complete stain and refinish as needed. (some of the stain is fading, nail holes are noticable....ED)	PAW	ED 2-17-09
54	Sealco	General Note	Caulk all windows (Not all windows are caulked, not sure they need to be, however some of the wood trim at sheetrock returns needs caulked....ED)	PAW	ED
58	Simplex-Grinnell	General Note	Provide start up reports and inspection reports	JRV	ED

Final Interior Punch List - OPEN AREAS - Basement

Item number	Responsible Contractor	Location		PETRA	CITY
120	ABM Cleaning	002 Electrical	Final Clean this room. (Needs re-cleaned after change order work is complet....Ed) Change order work	JRV	ED
125	Petra	002 Electrical	Patch floor as it transitions in to Mechanical 003 - minor holes	JRV	ED
159	Commercial Painting	004 Tele/Com room	Fill and paint all overcuts at all plywood penetrations	JRV	ED
180	Commercial painting TMC Masonry	006 Tele/Com room	Northside wall needs to be caulked (Need to paint the caulk to match room color....Ed)	PAW	ED
191	Commercial Painting	007 Lobby	All walls need to be touched up painted	JRV	ED
192	SBI	007 Lobby	Add corner guards from lobby to stairwell and elevator to hallway. Total of six	JRV	ED
196	American Wall Covering	007 Lobby	Verify ceiling levelness at return air grill	JRV	ED
316	Tri-State	015 Hall - North	Light fixture with blue tape in center of hallway has noticeable damage to frame. Paint frame, touch up, and repair damage.	JRV	ED
378	Commercial Painting	019 Womens	Paint all support brackets for counter top to match adjacent tile (Some areas not painted all over....ED)	PAW	ED
380	Commercial Painting	019 Womens	Touch up brown paint as needed along all the walls	PAW	ED
394	SBI	020 W. Lockers	Caulk lockers to floor to hide wood shims (Some areas need recaulkedED)	PAW	ED
395	SBI	020 W. Lockers	Screw heads on top of lockers need to be painted to match lockers	PAW	ED
396	Simplex-Grinnell	020 W. Lockers	Screw needed at cover plate on fire sprinkler trim	PAW	ED
409	SBI	021 W. Showers	Remove black residue from escutcheons that hold shower rods	PAW	ED
439	SBI	023 M. Lockers	Caulk lockers to floor to hide wood shims (needs re-caulked... ED)	PAW	ED
452	SBI	023 M. Lockers	Touch up paint at lockers 33, 30, 17	PAW	ED

Final Interior Punch List - BUILDING

Item number	Responsible Contractor	Location	Item	PETRA	CITY
740	Commercial Painting Atronics	116 Conference	Finish installation of A/V control and coverplate in the north wall. (patch holes).	PAW	ED
742	Buss Mechanical	116 Conference	Adjust the faucet control and install aerator. (Needs handle tighten)	PAW	ED
745	ICWP	116 Conference	Patch at plastic laminate at south side of base cabinet is unacceptable and should be redone	PAW	ED
758	Tri-State	118 Plan Vault	Nosing	JRV	ED
770	Tri-State	120 Open Office	Install light switch in west wall. Tighten to wall	JRV	ED
			Install the outlet in the west wall by the hallway door into corridor 123 Level it	JRV	ED

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PETRA93621

Final Interior Punch List - CLERK

2-18-09

Item number	Responsible Contractor	Location		PETRA	CITY
1031	Commercial Painting	143 Lobby	Remove brown paint from ceiling grid above north side of entry doors. (paint still there...Ed)	PN	EL
1035	ICWP	143 Lobby	Provide filler strip where curved millwork meets the north wall.	JRV	EL
1036	ICWP	143 Lobby	At the customer millwork backsplash, the butt joint at the north wall is not acceptable and needs to be redone; the little 8-inch piece should be replaced so it has a nice smooth, clean butt joint.	PN	EL
1041	American Wall Covering	144 Conf/Library	Drop ceiling tiles back into place on the east end of the room. (have three tiles damaged Ed)	PN	EL
1042	Commercial Painting	144 Conf/Library	Repaint the window door frame into council chambers. (Some touch up needed...Ed)	PN	EL
1048	SBI	144 Conf/Library	Replace dented white board and relocate white board 12 inches to the right. (having trouble determining who's at fault...Ed) <i>Per John, OK with this</i>	PN	EL
1052	American Wall Covering	145 Open Office	Adjust ceiling tiles at the far northwest corner at the light hanger. (Blue Tape still there...Ed)	PN	EL
1053	Buss Mechanical	145 Open Office	Tighten faucet handle at base cabinet. (All faucet handles need tighten on every sink...ED)	PN	EL
1054	Commercial Painting	145 Open Office	Caulk the window jamb/sheetrock intersections. (Window jams still loose at windows...Ed)	PN	EL
1065	Tri-State	145 Open Office	Daylight harvesting is not operational. (most all daylight sensors are taped over...Ed)	JRV	KEITH
1067	American Wall Covering	146 Hallway	Caulk the ceiling grid adjacent to the gypsum board wall at the far northeast corner.	JRV	KEITH
1070	Designer Floors	146 Hallway	Remove the paint from the carpet tile behind reception desk. (two places)	PN	KEITH
1077	American Wall Covering	147 Deputy Clerk	Fill hole in drywall and repaint at upper northeast corner.	JRV	KEITH
1078	Commercial Painting	147 Deputy Clerk	Caulk along the jambs of the aluminum windows.	PN	KEITH
1081	Tri-State	147 Deputy Clerk	Daylight harvesting is not operational.	JRV	KEITH
1084	Hobson	148 City Clerk	Adjust the thermostat for plumbness.	PN	KEITH
1086	Tri-State	148 City Clerk	Daylight harvesting is not operational.	JRV	KEITH

Final Interior Punch List - FINANCE

Item number	Responsible Contractor	Location	Item	PETRA	CITY
1105	American Wall Covering	152 Open Office	There is a hole in the drywall that needs to be repaired and touched-up in the far southwest corner.	JRV	EL
1106	American Wall Covering	152 Open Office	Touch-up a couple of ceiling tiles near the return air that are scuffed.	PN	EL
1110	Integrated Interiors	152 Open Office	Straighten or replace blind wand at far west window.	PN	EL
1119	Tri-State	152 Open Office	Relocate daylight harvesting sensors more towards center of room and away from locations directly above indirect luminaires.	JRV	EL
1123	American Wall Covering	153 Cashier	Replace the ceiling tile at the curved arch soffit.	JRV	EL
1138	Hobson	154 File/Work Rm	Remove plastic from return air grille (insulation in grill Ed)	PN	EL
1145	American Wall Covering	155 Conference	Replace damaged ceiling tile.	PN	EL
1146	ABS Doors Custom Glass	155 Conference	Install relite glass in both doors. (Nail holes in door - putty not matching Ed)	PN	EL
1155	American Wall Covering	156 Hallway	Adjust the top cap at the corner molding at the column.	PN	EL
1156	American Wall Covering	156 Hallway	Touch-up the scuffs in the ceiling tile. (T-bar at column @cashiers entry west side needs paint Ed)	PN	EL
1158	Buss Mechanical	156 Hallway	Adjust the faucet handle at the coffee bar.	PN	EL
1163	ABS Doors	157 Office	Oil and clean-off the bottom edge of the door.	PN	EL
1165	American Wall Covering	157 Office	Check the popped nail at the window sill trim on the far south window.	JRV	EL
1178	Tri-State	158 Office	Correct noticeable hum on luminaires. (happens only in morning after being off all night Ed)	PN	EL
1179	Tri-State	158 Office	Daylight harvesting is not operational.	JRV	KEITH
1182	Tri-State	158 Office	Relocate daylight harvesting sensor more towards center of room and away from indirect luminaire.	JRV	EL
1195	American Wall Covering	160 Office	Replace the ceiling tile in the southeast corner. (NE corner Ed)	PN	EL
1196	American Wall Covering	160 Office	Provide 24 x 12 return grille in ceiling above door. (insulation showing Ed)	PN	EL
1202	American Wall Covering	161 Payroll	Reset ceiling tile at the far east side of the room.	PN	EL
1211	Commercial Painting	163 Office	Remove the paint on the ceiling grid above the door.	PN	EL
1212	Hobson	163 Office	Adjust the thermostat.	JRV	EL

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PETRA93622

Final Interior Punch List - OPEN AREAS - 1st floor 2-18-09					
Item number	Responsible Contractor	Location	Item	PETRA	CITY
486	Custom Glass	100 Vestibule	Check panic bars for proper pressure operation (There is still issues with the operation of someEd).	JRV	cl
661	AAIronics	111 Lobby	Monitors outside chambers - No - hang on back of 60's	JRV	cl
665	ABS Doors	111 Lobby	Room 142 left panel closing (this still has issues, there is a crack on the edge face of door...ED)	JRV	cl
668	American Wall Covering	111 Lobby	Damaged ceiling tile by speaker (south) (some still damaged....ED)	JRV	cl
695	American Wall Covering	112 Historical Society	Touch-up ceiling tile above the northeast window. (needs replaced....Ed)	JRV	cl
702	American Wall Covering	113 Corridor	Reset/level/repair/touchup ceiling tiles	JRV	cl
858	Buss Mechanical	131 Toilet Room	Tighten anchor bolts at water closet.	JRV	cl
871	Tri-State	131 Toilet Room	Occupancy sensor is not complete.	JRV	cl
886	Commercial Painting	133 Conference	Repaint all walls and door frames. (Touch up white paint on ceiling tiles went onto T-bar grid.....ED)	JRV	cl
892	Tri-State	133 Conference	Install wall switch to manually operate the Mechoshades. (one not working correctly ...Ed)	JRV	cl
912	ABS Doors	135 Council Chambers	Missing doorstop outside Room 133	JRV	cl
914	American Wall Covering	135 Council Chambers	Level, Tighten, Replace, Touch up ceiling tiles as necessary	JRV	cl
930	ICWP	135 Council Chambers	Scribe backplash on counter behind council to wall and recaulk (some not caulked, some caulk is pulling away...Ed)	JRV	cl
965	ICWP	136 Corridor	Chair rail NW column chipped-replace (see general not about trim...ED)	JRV	cl
967	Tri-State	136 Corridor	Plumb exit lights (both)	JRV	cl
970	Tri-State	136 Corridor	Luminaires to be aligned.	JRV	cl
994	American Wall Covering	140 Corridor	Touch-up the ceiling tile above the light fixture. (two Places ... ED)	JRV	cl
1009	Buss Mechanical	142 Multipurpose	Cold water is off to the bar sink. Activate and check for leaks (handle not tight...ED)	JRV	cl
1013	Hobson	142 Multipurpose	Adjust thermostat alignment on west wall.	JRV	cl
1220	ABS Doors	164 Corridor	Exit door to outside: complete transition @ flooring	JRV	cl
1224	American Wall Covering	164 Corridor	Set/repair/replace and touchup ceiling tile as needed	JRV	cl
1225	Commercial Painting	164 Corridor	Final paint door jamb to outside door (Paint metal trim on Hallway door ...ED)	JRV	cl
1227	Designer Floors	164 Corridor	Transition strip to be installed at carpet VCT joint (Exposed Concrete at thresh hold...Ed)	JRV	cl
1233	Tri-State	164 Corridor	Luminaire to be installed plumb and level.	JRV	cl
1236	Tri-State	164 Corridor	Exit sign is not visible due to luminaire. Relocate exit sign lower on wall to be visible.	JRV	cl

Final Interior Punch List - ENGINEERING / ADMIN					
Item number	Responsible Contractor	Location	Item	PETRA	CITY
1340	American Wall Covering	207 Lobby	Complete installation of two ceiling tiles.	JRV	cl
1341	Commercial Painting	207 Lobby	Paint touch-up underneath counter at west wall and above counter at west wall.	JRV	cl
1347	Tri-State	207 Lobby	Recessed cans above millwork to be pulled tight to ceiling.	JRV	cl
1350	AAIronics	208 Conference	Complete projector power and signal wiring in ceiling.	JRV	cl
1351	ABS Doors	208 Conference	Provide touch-up on nicks on door adjacent to hinges and strike plate at door leading into conference from reception.	JRV	cl
1352	ABS Doors	208 Conference	Complete window kit at door leading into conference from reception.	JRV	cl
1354	American Wall Covering	208 Conference	Re-cut ceiling tile adjacent to door leading into hall 209 at the east wall to make a cleaner cut.	JRV	cl
1363	Commercial Painting	209 Hall	Repair dent in hollow metal frame on the east jamb leading into conference room 211.	JRV	cl
1368	American Wall Covering	210 Plan Vault	Replace ceiling tile where it is badly cut at north wall adjacent to fire/smoke damper signage.	JRV	cl
1369	Hobson	210 Plan Vault	Readjust thermostat plate so its level.	JRV	cl
1371	AAIronics	211 Conference	Complete projector power and signal wiring in ceiling.	JRV	cl
1375	American Wall Covering	211 Conference	Replace damaged ceiling grid near north wall; middle of room.	JRV	cl
1378	Sealco	211 Conference	Provide sealant between wood window seals and drywall and all windows along east wall.	JRV	cl
1427	American Wall Covering	216 Open Office	Adjust ceiling grid and fill void above hollow metal frame at office 263.	JRV	cl
1433	American Wall Covering	216 Open Office	Reset ceiling tile adjacent to return air grille at east wall, center of room.	JRV	cl
1434	American Wall Covering	216 Open Office	Remove insulation from return air grille located at north corner of room.	JRV	cl
1436	Commercial Painting	216 Open Office	Remove paint from rubber base along north wall adjacent to office 215.	JRV	cl
1439	Commercial Painting	216 Open Office	Remove paint from ceiling/wall angle located above hollow metal frame at office 217.	JRV	cl
1440	Commercial Painting	216 Open Office	Provide sealant where ceiling grid is pulled away from wall; located on the south wall of office 215.	JRV	cl

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1441	Hobson	216 Open Office	Missing floor grille at grid J/1	JRV	
1443	Tri-State	216 Open Office	Ceiling tile is bowing and needs to be reset at pendent light fixture located along north wall.	JRV	
1444	Tri-State	216 Open Office	Reinstall light fixture trim plate so it fits tight to ceiling grid located at third fixture from west wall, north half of room.	JRV	
1445	Tri-State	216 Open Office	Straighten all exit signs.	JRV	
1447	Tri-State	216 Open Office	Daylight harvesting sensor along window walls to be adjusted for ambient lighting levels.	JRV	
1448	Tri-State	216 Open Office	Luminaires are to be aligned in rows.	JRV	
1449	Tri-State	216 Open Office	Luminaires to be plumb, trim, and level.	JRV	
1450	Tri-State	216 Open Office	Luminaire directly outside 283 is switched with daylight zone, but not dimming with daylight zone.	JRV	
1451	ABM Cleaning	217 PW Director	Clean rubber base along south wall.	JRV	
1452	ABS Doors	217 PW Director	Remove scuff marks from edge of door.	JRV	
1453	ABS Doors	217 PW Director	Provide touch-up on door near bottom hinge.	JRV	
1454	ABS Doors	217 PW Director	Install missing door silencers.	JRV	
1455	ABS Doors	217 PW Director	Repair and/or replace door; door is badly scuffed on strike side of door.	JRV	
1456	American Wall Covering	217 PW Director	Paint edge of ceiling tile adjacent to return air grille.	JRV	
1457	Commercial Painting	217 PW Director	Provide paint touch-up at hollow metal frame near bottom hinge adjacent to rubber base.	Becky/JRV	
1458	Commercial Painting	217 PW Director	Repair and repaint bent hollow metal frame adjacent to ceiling tile above thermostat.	Becky/JRV	
1459	Designer Floors	217 PW Director	Replace carpet tile that has paint on it adjacent to northeast corner.	Becky/JRV	
1460	ICWP	217 PW Director	Remove scuff marks from west window sill located at north wall.	Becky/JRV	
1461	ICWP	217 PW Director	Replace all window sills in entire office.	Becky/JRV	

Final Interior Punch List - FIRE

Item number	Responsible Contractor	Location	Item	PETRA	CITY
1553	American Wall Covering	230 Conf/Library	Rework ceiling tile and ceiling grid adjacent to column at south wall.	JRV	
1555	American Wall Covering	230 Conf/Library	Replace broken ceiling tile adjacent to column at north wall.	JRV	
1554	Buss Mechanical	231 Work Room	Tighten up faucet valve at break room sink.	JRV	
1574	American Wall Covering	232 Front Counter	Reinstall ceiling tile where holes have been cut in ceiling tile. (eda comment: two places)	JRV	
1583	Tri-State	232 Front Counter	Missing one floorbox in kneespace of east millwork.	JRV	
1584	Tri-State	232 Front Counter	Pushbutton/buzzer to card reader door is not complete. (needs moved to the left approx 10" Ed's)	Change	
1601	Hobson	236 Fire Chief	Level trim at thermostat.	JRV	

Final Interior Punch List - PARKS

Item number	Responsible Contractor	Location	Item	PETRA	CITY
1635	Commercial Painting	238 Front Counter	Provide touch-up at main entry door.	JRV	
1636	Designer Floors	238 Front Counter	Complete installation after millwork of rubber base	JRV	
1637	ICWP	238 Front Counter	Patch all nail holes at wood casing at ceiling door.	JRV	
1649	American Wall Covering	239 Open Office	Check and reset ceiling around perimeter of room such that it fits flush and properly in ceiling grid.	JRV	
1650	Buss Mechanical	239 Open Office	Adjust sink gasket at faucet so it fits underneath faucet and sink properly.	JRV	
1653	ICWP	239 Open Office	Provide sealant where upper cabinet meets soffit at refrigerator location.	JRV	
1654	Integrated Interiors	239 Open Office	Adjust south window blind so it operates properly.	JRV	
1662	Commercial Painting	240 Rec Super	Repair dent in bottom of hollow metal frame located on west wall.	Steve/JRV	
1663	Commercial Painting	240 Rec Super	Re-cut-in paint where soffit meets hollow metal frame.	JRV	
1664	Designer Floors	240 Rec Super	Carpet tiles in floorboxes to be firmly secured to floorbox. (change out or relocate floor box ED)	JRV	
1665	Hobson	240 Rec Super	T-stats were not activated. Activate and check operation.	JRV	
1672	American Wall Covering	241 Park Super	Provide sealant between wall angle and drywall at southwest corner.	Steve/JRV	
1676	Commercial Painting	242 Director	Provide sealant where west wall meets curtain wall.	Steve/JRV	
1687	Tri-State	243 Work Area	Complete receptacle/outlet below sink.	Steve/JRV	
1690	American Wall Covering	244 Storage	Replace damaged ceiling tile at west wall, center of room.	JRV	
1696	ABS Doors	245 Conference	Touch-up door at hinge side to cover up nicks.	JRV	
1697	American Wall Covering	245 Conference	Touch-up ceiling tile where the fire/smoke damper devices are located at the east wall.	JRV	
1699	American Wall Covering	245 Conference	Provide paint touch-up on edge of ceiling tile adjacent to return air grille.	JRV	
1700	Commercial Painting	245 Conference	Provide paint touch-up at hollow metal frame at door jambs.	JRV	
1706	Tri-State	245 Conference	Complete projector power and signal wiring in ceiling.	JRV	

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PETRA93624

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Final Interior Punch List - PLANNING

Item number	Responsible Contractor	Location	Item	PETRA	CITY
1785	Buss Mechanical	263 Lobby	Faucet is loose at break sink.	PAW	EL
1787	Commercial Painting	253 Lobby	Remove paint from ceiling grid between doors 255 and 256. (blue tap still there)	PAW	EL
1814	Tri-State	254 Hall	Exit sign located on the west end of hallway should have exit sign on both sides of sign.	PAW	EL
1821	American Wall Covering	255 Conference	Remove insulation from return air grilles.	PAW	EL
1823	Hobson	255 Conference	Verify reason for two thermostats in this room.	JRV	EL
1825	Tri-State	255 Conference	Complete projector power and signal wiring in ceiling.	JRV	EL
1827	ABS Doors	256 Conference	Replace damaged wall bumper.	PAW	EL
1828	American Wall Covering	256 Conference	Remove cable and insulation from return air grille.	PAW	EL
1833	Commercial Painting	257 Asst Planners	Provide paint touch-up on hollow metal frame at west wall.	PAW	EL
1834	Commercial Painting	257 Asst Planners	Repair dent in hollow metal frame at the north jamb near rubber base and repaint.	PAW	EL
1835	Designer Floors	257 Asst Planners	Replace stained carpet tile located in the southwest corner.	JRV	EL
1838	ABM Cleaning	258 P&Z Admin	Remove scuff marks from door on strike side.	JRV	EL
1843	Hobson	258 P&Z Admin	Provide paint touch-up on thermostat coverplate.	PAW	EL
1852	American Wall Covering	259 Open Office	Rework wing wall to the north of upper cabinet adjacent to ceiling grid so it runs plumb and level and parallel with the world.	JRV	EL
1869	Tri-State	259 Open Office	The exit sign located in the east area should have exit on both sides of sign.	JRV	EL

Final Interior Punch List - OPEN AREAS - 2nd Floor

Item number	Responsible Contractor	Location	Item	PETRA	CITY
1627	American Wall Covering	237 Waiting	Reset tile along perimeter of walls so it fits properly in ceiling grid. (T-bar grids bent....ED)	PAW	EL
1728	ABM Cleaning	248 Toilet	Clean and polish floor drain strainer (missing screw ...ED)	PAW	EL
1748	Pac West	250 Unassigned	Reinstall loose screw at southeast corner.	JRV	EL
1761	Buss Mechanical	252 Employee Brk	Tighten faucet. (All handles are loose....ED)	PAW	EL
1771	Tri-State	252 Employee Brk	Luminaires to be plumb, trim, and level. (Light switch doesn't operate lights correctly...ED)	JRV	EL

Final Interior Punch List - IT

Item number	Responsible Contractor	Location	Item	PETRA	CITY
2081	Hobson	309 Open office	Register have chipped paint on them	PAW	EL
2082	SBI	309 Open office	Add two corner guards at north hallway	PAW	EL
2093	Tri-State	310 Conference	Floorbox to be centered in room.	PAW	EL
2097	ABS Doors	311 Server	Repair nicks on entry door	PAW	EL

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PETRA93625

2-18-09

Final Interior Punch List - LEGAL / HR

Item number	Responsible Contractor	Location	Item	PETRA	CITY
2265	Commercial Painting	321 Reception	Touch-up paint on door/window frame to room 336	PAU	EL
2278	ICWP	321 Reception	Caulk lower top to cabinet wall	PAU	EL
2281	ICWP	321 Reception	Repair oversized hole cut on cabinetry under center cabinet desk	PAU	EL
2289	ABS Doors	322 Open Office	Door to area 321 - top left glass window trim needs to be sanded and re-finished	JRV	EL
2340	American Wall Covering	328 Hall	Replace miscut border tiles @ west wall	PAU	EL
2343	Hobson	328 Hall	Install thermostat @ cabinets	PAU	EL
2348	Tri-State	328 Hall	Daylight harvesting sensor is not installed.	PAU	EL
			Complete projector power and signal wiring in ceiling.		
2357	Tri-State	330 Conference Room		PAU	EL
2361	Tri-State	330 Conference Room	Power cords to lights need to be consistent and straight	PAU	EL
2362	American Wall Covering	331 HR Specialist	Remove insulation from return air grill	PAU	EL
2386	Tri-State	331 HR Specialist	Luminaires to be plumb, trim, and level.	PAU	EL
2390	American Wall Covering	336 Conference	Drywall touch up behind door	PAU	EL
2391	American Wall Covering	336 Conference	Remove all insulation from return air grill	PAU	EL

Final Interior Punch List - MAYOR

Item number	Responsible Contractor	Location	Item	PETRA	CITY
2422	American Wall Covering	339 Office	Touchup ceiling tile	PAU	EL
2423	American Wall Covering	339 Office	Remove insulation from return air grill	PAU	EL
2464	Schumacher Floors	342 Toilet	Minor white grout touchup at right-bottom of toilet (one broken tile on wall side)	PAU	EL
2470	ABS Doors	343 Mayor	Adjust entry door to latch easier. (may just need some Graphite on hinges)	JRV	EL
2499	American Wall Covering	348 Executive Conference	Crack at south corner (blue taped)	PAU	EL
2515	American Wall Covering	347 Conference	Paint ceiling tile edge @ return air grill white	PAU	EL
2517	Commercial Painting	347 Conference	Screws and fingerprints on west wall	PAU	EL
2531	ABS Doors	349 Hallway	Complete door hardware on door to 354	JRV	EL
2534	Commercial Painting	349 Hallway	Repair dent bottom right door frame to 347	PAU	EL
2535	Commercial Painting	349 Hallway	Repair dent left side window frame to 343	PAU	EL
2536	Commercial Painting	349 Hallway	Fingerprints on upper walls in corridor (need to paint entire hallway again ED)	PAU	EL
2581	Commercial Painting	351 Office	Window/Door caulking	PAU	EL
2588	American Wall Covering	352 Room	Reset ceiling tile and touchup @ north wall	PAU	EL
2670	Custom Glass	352 Room	Re-work glass rubber @ middle horizontal piece	PAU	EL
2573	American Wall Covering	353 Office	Reset ceiling tile @ return air grill (Tile needs painted ED)	PAU	EL
2680	ABS Doors	354 Reception	Double door to 348 needs to be tightened to avoid noisy rattle when closed	JRV	EL
2585	Apex Security	354 Reception	Buzzer to hallway door are not complete.	PAU	EL
2587	Commercial Painting	354 Reception	Fill void @ upper window frame @ north side	PAU	EL
2588	Commercial Painting	354 Reception	Columns - verify paint from outside view	PAU	EL

Final Interior Punch List - OPEN AREAS - 3rd Floor

Item number	Responsible Contractor	Location	Item	PETRA	CITY
1993	American Wall Covering	305 Corridor	Replace defective ceiling tile (water stain on tile....ED)	PAU	EL
2016	Commercial Painting	306 Mens room	Repaint top of light coves, remove tape and mud splatters (the recessed ceiling area is not finished properly ED)	PAU	EL

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PETRA93626

Petra Incorporated

1097 N Rosario St.
Meridian, Idaho 83642

Phone: 208-323-4500
Fax: 208-323-4507

TRANSMITTAL

No. 00948

PROJECT: Meridian City Hall

DATE: 2/25/2009

TO: City of Meridian
33 E Idaho Avenue
Meridian, ID 83642

REF: Signed Punch lists

ATTN: Keith Watts

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input checked="" type="checkbox"/> Other: 3 pages - Punch List	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Due Date:

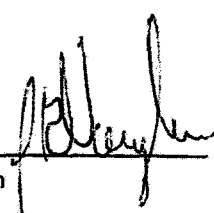
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0001	1	2/18/2009		2 pages		Final signed Punch list for Site & Plaza	
0002	1	2/24/2009		1 page		Final signed Punch list for East Parking Lot	

Remarks:

CC:

Signed: _____

Jack Vaughan



2-18-09

Site Punch List

Item number	Responsible Contractor	Location	Item	Date Complete	City Sign off
2951	Sealco	Site Work	Continue sealant at top riser of monument stair at both east and west wing walls.	12/5/08	SP
2952	Sealco	Site Work	Provide groove to receive sealant and install sealant where monument stairs meet north and south wing walls at monument stair.	12/5/08	SP
2953	Sealco	Site Work	Complete sealant at the north end of monument stair and all along plaza seat walls at north water feature.	12/5/08	SP
2954	Cobblestone	Site Work	Install medallion.	12/5/08	SP
2956	MR Miller	Site Work	Install cover panels for fountain valves.	11/5/08	SP
2957	Tri-State	Site Work	Install missing light fixture covers at north radiused wall.	JRV	SP
2958	ABM Cleaning	Site Work	Power wash all sacked walls.	JRV	SP
2959	Axelsen	Site Work	Patch top of south planter wall adjacent to south pedestrian ramp.	JRV	SP
2960	Axelsen	Site Work	Complete sacking of ground chamfered edge at south side of seat wall at entry fountain.	JRV	SP
2961	KB Welding	Site Work	Complete trellis installation.	12/5/08	SP
2962	Cobblestone	Site Work	Complete concrete paving and paver work underneath trellis.	12/5/08	SP
2963	Tri-State	Site Work	Install clock.	12/5/08	SP
2964	Commercial Painting	Mech/Trash Encls	Paint gates, frames and angles.	11/5/08	SP
2965	Petra	Mech/Trash Encls	Remove all contractor material from area.	12/5/08	SP
2966	SBI	Mech/Trash Encls	Paint bolts at dock bumpers black to match angles. } Paints completed / Retain	By City	SP
2967	Commercial Painting	Mech/Trash Encls	Paint all handrail and guardrails.	11/5/08	SP
2968	Tri-State	Mech/Trash Encls	Remove light fixture closest to dock stair and install cover plate over junction box.	JRV	SP
2969	Commercial Painting	Mech/Trash Encls	Paint dock angle safety yellow.	11/5/08	SP
2970	Axelsen	Mech/Trash Encls	Fix crack in top of stem wall between screen wall and building at southwest corner of building.	JRV	SP
2971	Sealco	Mech/Trash Encls	Install epoxy sealant at large crack at threshold of exit door.	Warm Weather list	SP
2972	Tri-State	Mech/Trash Encls	Cap hole in top of generator where muffler previously exited unit.	11/5/08	SP
2973	Buss Mechanical	Mech/Trash Encls	Remove shut-off valve wrench at gas line entering building and turn over to building owner and label gas line as gas line.	JRV	SP
2974	Terra-West	Parking Lot South	Repair low spot in parking lot located at first low emission vehicle parking near southeast corner of building.	Warm Weather list	SP
2978	Terra-West	Parking Lot South	Remove all protective coverings from ADA tactile warning strips.	12/5/08	SP
2981	Tri-State	Parking Lot South	Install decorative cover at the base of all parking lot light fixtures.	JRV	SP
2982	Terra-West	Parking Lot South	Clean all concrete debris off of ADA tactile warning strips.	12/5/08	SP
2983	M J's Backhoe	Parking Lot South	Remove 6" extension from fire hydrant	12/5/08	SP
2984	Tri-State	Heritage 100 Womens	Provide blank coverplate on pushbutton outlet box for door controls.	12/5/08	SP
2985	Tri-State	Heritage 100 Womens	Hand dryer does not operate.	12/5/08	SP
2986	Tri-State	Heritage 100 Womens	Receptacle in room is dead.	JRV	SP
2987	Tri-State	Heritage 100 Womens	Missing (1) attachment screw on center luminaire.	JRV	SP
2988	Paige Mechanical	Heritage 100 Womens	Grilles missing	12/5/08	SP
2989	Paige Mechanical	Heritage 100 Womens	Exhaust grille bent, blades broken and need replacing	JRV	SP
2990	Paige Mechanical	Heritage 100 Womens	Caulk fixtures to floor	JRV	SP
2991	Paige Mechanical	Heritage 100 Womens	Replace hose bibb with loose key type	JRV	SP
2992	Tri-State	Heritage 101 Mechanical	Panelboard is not complete, terminate all circuit conductors, provide cover on panel, label all circuits, install circuit directory, clean panelboard interior.	JRV	SP
2993	Tri-State	Heritage 101 Mechanical	Lighting control panel is not complete. Terminate all circuit conductors, program panel, test operation and controls, clean interior of panel, provide circuit directory.	JRV	SP
2994	Tri-State	Heritage 101 Mechanical	Label all junction boxes in room with system served and circuits serving junction boxes.	JRV	SP

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PETRA93628

2995	Tri-State	Heritage 101 Mechanical	Provide wireguard on (1) luminaire in room.	JRV	SP
2996	Tri-State	Heritage 101 Mechanical	Receptacle at door is dead.	JRV	SP
2997	Tri-State	Heritage 101 Mechanical	Spare conduits stubbed to room shall be capped with suitable capping devices.	JRV	SP
2998	Tri-State	Heritage 101 Mechanical	Junction box in plumbing chase area on wall has open knockout that is not sealed.	JRV	SP
2999	Tri-State	Heritage 101 Mechanical	MC cable hanging in plumbing chase is to be removed and/or terminated.	JRV	SP
3000	Paige Mechanical	Heritage 101 Mechanical	Secure expansion tank on water heater	JRV	SP
3001	Paige Mechanical	Heritage 101 Mechanical	Insulate water pipes	JRV	SP
3002	Paige Mechanical	Heritage 101 Mechanical	Start heater	12/5/08	SP
3003	Paige Mechanical	Heritage 101 Mechanical	Install flex on duct connected to furnace	12/5/08	SP
3004	Paige Mechanical	Heritage 101 Mechanical	Lower RP device is dripping constantly	JRV	SP
3005	Paige Mechanical	Heritage 101 Mechanical	Install 2" filter in return of furnace with bottom access	JRV	SP
3006	Paige Mechanical	Heritage 101 Mechanical	Start exhaust fan	12/5/08	SP
3007	Paige Mechanical	Heritage 101 Mechanical	Tighten escutcheon on water through wall into chem room	JRV	SP
3008	Paige Mechanical	Heritage 101 Mechanical	Seal and caulk all wall and roof penetrations	JRV	SP
3009	Paige Mechanical	Heritage 101 Mechanical	Replace galvanized uni-strut on hose bibb pipe	JRV	SP
3010	Paige Mechanical	Heritage 101 Mechanical	Secure water heater to wall	JRV	SP
3011	Paige Mechanical	Heritage 101 Mechanical	Energize water heater	12/5/08	SP
3012	Paige Mechanical	Heritage 101 Mechanical	Enlarge C.O. access at wall above janitor sink	JRV	SP
3013	Paige Mechanical	Heritage 101 Mechanical	Replace galvanized pipe clamp at outlet of 2" RP device	JRV	SP
3014	Tri-State	Heritage 102 Mens	Provide blank coverplate on pushbutton outlet box for door controls.	12/5/08	SP
3015	Tri-State	Heritage 102 Mens	Hand dryer does not operate.	12/5/08	SP
3016	Paige Mechanical	Heritage 102 Mens	Replace hose bibbs with loose key type	JRV	SP
3017	Paige Mechanical	Heritage 102 Mens	Replace caulk at bottom left of urinal and grout then caulk - (1" gap)	JRV	SP
3018	Paige Mechanical	Heritage 102 Mens	Clean glob of caulk off wall	JRV	SP
3019	Paige Mechanical	Heritage 102 Mens	Grille over toilet missing	12/5/08	SP
3020	Paige Mechanical	Heritage 102 Mens	Caulk toilet to floor	JRV	SP
3021	Tri-State	Heritage 103 Storage	Replace damaged lens on luminaire.	JRV	SP
3022	Tri-State	Heritage 103 Storage	GFI receptacle is not installed.	JRV	SP
3023	Tri-State	Heritage 103 Storage	Cap conduit stubbed into floor of room with suitable cap.	JRV	SP
3024	Tri-State	Heritage 103 Storage	Seal conduit penetrations in wall with appropriate sealing device.	JRV	SP
3025	Paige Mechanical	Heritage Roof	Install fresh air hood on roof.	12/5/08	SP
3025A	Pro Tech Roofing	Heritage Roof	Install boots on electrical conduits thru roof (2 locations)	JRV	SP
3026	Tri-State	Heritage Exterior	Verify all luminaires operate and are controlled through lighting control system.	12/5/08	SP
3027	Tri-State	Heritage Exterior	Complete all electrical connections to pumping system in well.	12/5/08	SP
3028	Tri-State	Heritage Exterior	All lamps in exterior luminaires are to be coated type.	JRV	SP
3029	Tri-State	Heritage Exterior	Receptacle outside of room 101 is dead.	JRV	SP
3030	Tri-State	Heritage Exterior	Receptacle on west exterior is dead.	JRV	SP
3031	Tri-State	Heritage Trellis	Paint all exposed conduits and junction boxes attached to trellis.	JRV	SP
3032	Tri-State	Heritage Trellis	Weatherproof bubble covers on receptacles are to be aluminum.	JRV	SP
3033	Tri-State	Heritage Trellis	Confirm that heat tape is installed on roof.	12/5/08	SP

Meridian City Hall

East Parking Lot Punch List

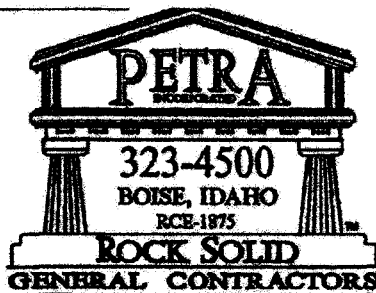
Updated: 2-17-09

Location	Responsible Contractor	Item	Completed	City Sign Off
East Parking Lot Punch List	Terra-West	Uncover one monitoring well and insert metal sleeve ready for Terra-con Concrete around sleeve	2/23/09	<i>[Signature]</i>
East Parking Lot Punch List	Terra-West	Remove letters from irrigation box	2/16/09	<i>[Signature]</i>
East Parking Lot Punch List	Terra-West	Grind or smooth lid at irrigation box	2/23/09	<i>[Signature]</i>
East Parking Lot Punch List	Axelson Concrete	At railroad crossing sign - cut sona tube sleeve and properly grout in	2/24/09	<i>[Signature]</i>
East Parking Lot Punch List	Axelson Concrete	Remove concrete from tree box grate and side walk at Northeast corner of lot	2/23/09	<i>[Signature]</i>
East Parking Lot Punch List	Terra-West	Patch voids on irrigation box # 2 - 2 places	2/23/09	<i>[Signature]</i>
East Parking Lot Punch List	Axelson Concrete	Plaster the back of the curb at handicap ramp at alley to plaza	2/24/09	<i>[Signature]</i>
East Parking Lot Punch List	Axelson Concrete	Remove concrete from light pole base - West one along Broadway	2/23/09	<i>[Signature]</i>
East Parking Lot Punch List	Sunshine Landscaping	Add bark to planter to fill void at sidewalk edge. - Northwest 3' walk	2/23/09	<i>[Signature]</i>

Work Completed 2-24-09

004087

PETRA93630



TRANSMITTAL
No. 01004

FILE COPY

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT: Meridian City Hall # 060675 **DATE:** 8/4/2009
TO: City of Meridian **REF:** Punchlist Sign Off
33 E Broadway Avenue
Meridian, ID 83642
ATTN: Tom Johnson **PHONE:** 208-378-9650
FAX: 208-378-9660
CELL: UNAVAILABLE

<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples		<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input type="checkbox"/> Separate Cover Vis:	<input type="checkbox"/> Due Date:

1 1 8/4/2009 Punchlist Sign Off Sheet

Remarks: Please see attached punchlist sign off sheet for your signature. Please return to Petra, Inc.

Thank you!

Barb

CC:

Signed: Barb

Barb Crawford

Expedition ©

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004088
PETRA93631



GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

Project:

Meridian City Hall
33 East Broadway
Meridian, Idaho 83642

Owner:

City of Meridian
33 East Broadway
Meridian, Idaho 83642

Architect:

LCA Architects, PA
1221 Shoreline Lane
Boise, Idaho 83702

General Contractor:

Petra, Inc.
1097 N. Rosario
Meridian, Idaho 83642

The punchlist for Meridian City Hall, attached hereto and dated 11/07/06, has been reviewed and found by the General Contractor, Architect and Owner to be complete in accordance with the Contract Documents.

OWNER (REPRESENTATIVE)

BY (Tom Johnson, Public Works)

DATE

ARCHITECT

BY (Steve Christensen)

DATE

Petra, Inc.
CONSTRUCTION MANAGER

Gene Bennett
BY (Gene Bennett, Sr. Project Manager)

7-29-06
DATE

Meridian City Hall

Exterior Punch List

Updated: 6/02/09 per 6/1 walk with COM & LCA

Item number	Responsible Contractor	Location	Item	Date Complete
1	ABM Cleaning	General Note	Clean all exterior glazing.	11/5/08
2	ABM Cleaning	General Note	Clean all top soil from building wainscot.	11/5/08
3	Axelsen	General Note	Touch-up concrete sack coating below brick veneer continuously all the way around the building.	11/5/08
4	ABM Cleaning	General Note	Wash entire building.	11/5/08
5	Axelsen	General Note	Clean-up concrete rubbed finish so it has nice uniform clean appearance throughout.	11/5/08
6	TMC Masonry	General Note	Clean mortar from bottom of Arriscraft sill.	11/5/08
7	TMC Masonry	Exterior General Note	Cut all weep tubes flush with concrete wall at first floor.	6/1/09
8	Western Roofing	Exterior General Note	Schedule roof manufacturer to walk roof to ensure roof warranty.	Wty Issued
9	Buss Mechanical	General Note	Increase height of overflow roof drain rings to four inches.	10/20/08
	Sealco	Exterior General Note	Provide sealant where all trim buckle steel plates meet brick veneer to provide weather tight construction.	Extra Not PL compl 4/21
10				
11	KB Welding	Site Work GenNote	All exposed fasteners shall be stainless steel and/or type to resist rusting.	11/5/08
12	Sealco	Site Work GenNote	Remove zip strip and install sealant.	12/23/09
13	TMC Masonry	East Elevation	Re-point in mortar at sill cap at gridline J-1.	OK - 7/2
14	TMC Masonry	East Elevation	Remove and replace cracked mortar at gridline J-3.	6/1/09
15	TMC Masonry	East Elevation	Re-point mortar just east of grid line J-3; about two feet up from north window at same gridline.	6/1/09
16	TMC Masonry	East Elevation	Re-point in mortar above Arriscraft stone sill at second floor at gridline J-4.	OK - 7/2
17	TMC Masonry	East Elevation	Re-point in masonry at brick veneer between two northern windows at second floor south of gridline J-4.	OK - 7/2
18	TMC Masonry	East Elevation	Re-point in mortar at the north elevation of gridline J-4 below stone sill.	6/1/09
19	TMC Masonry	East Elevation	Re-tool entire joint at gridline H-4 just above sill cap.	6/1/09
20	TMC Masonry	East Elevation	Re-point mortar joint at gridline H-4 below first brick band at Arriscraft stone.	6/1/09
21	TMC Masonry	East Elevation	Re-point mortar surrounding brick coin at gridline H-4.5, right above first floor window.	6/1/09
22	TMC Masonry	East Elevation	Clean-up mortar bed where Arriscraft stone meets foundation wall near gridline H-4.5.	OK
23	TMC Masonry	East Elevation	Re-point mortar where brick veneer meets Arriscraft stone at gridline H-8.	6/1/09
24	Sealco	East Elevation	Complete sealant at all tube steel penetrations at main entry canopy.	1/5/09
25	Tri-State	East Elevation	Reinstall southernmost light fixture at main building entry column so it is installed level.	10/20/08
26	TMC Masonry/Rule Sti	East Elevation	Remove burn mark from brick above southernmost tube steel of entry canopy.	6/1/09
27	TMC Masonry	East Elevation	Re-point in mortar at outside corner of gridline J-6.	6/1/09
28	ABM Cleaning	East Elevation	Clean all aluminum storefront at main entry.	12/5/08
29	American Wall Covering	East Elevation	Fill hole at bottom of soffit trim at gridline J-6.5.	2/25/09
30	Custom Glass	East Elevation	Install aluminum trim piece at head of entry doors to conceal exposed screws.	1/5/09
31	Tri-State	East Elevation	Install missing light fixture at gridline H-7.	10/20/08
32	ABM Cleaning	East Elevation	Remove white debris off of brick veneer adjacent to gridline H-7.	1/5/09
33	Sealco	East Elevation	Provide sealant where tube steel penetrates brick veneer at gridline H-7.	1/5/09
34	TMC Masonry	East Elevation	Re-point mortar at main building entry at building sign location.	6/1/09
			Re-point in missing mortar at Arriscraft stone at the pier north of gridline H-7 at numerous locations including right at the first level fill band and above and below second floor brick accent band and above first floor brick accent band.	6/1/09
35	TMC Masonry	East Elevation	Re-point masonry at gridline H-8 at first floor.	6/1/09
36	TMC Masonry	East Elevation	Re-point mortar at gridline H-8.5; also clean Arriscraft reveal all the way up to the north of the third window bay from the gridline 7.	6/1/09
37	TMC Masonry	East Elevation		6/1/09

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Meridian City Hall

Exterior Punch List

Updated: 6/02/09 per 6/1 walk with COM & LCA

Item number	Responsible Contractor	Location	Item	Date Complete
38	TMC Masonry	East Elevation	Clean mortar off bottom of decorative cornice piece at gridline 9 running east to west near parapet cap between H and J.	6/1/09
39	TMC Masonry	East Elevation	Re-point in mortar at gridline J-9 at first floor pier.	6/1/09
40	TMC Masonry	East Elevation	Provide sealant at first floor masonry lintel at gridline H-9. -- CHALK PETER	6/1/09
41	TMC Masonry	East Elevation	Clean-up mortar joint at first floor building lintel at gridline 9 between H and J to provide nice clean uniform appearance.	6/1/09
42	TMC Masonry	East Elevation	Clean mortar off of east side of brick veneer at gridline J-9.	6/1/09
43	TMC Masonry	East Elevation	Clean mortar from bottom of decorative bull-nosed cornice at gridline H-9 adjacent to parapet.	6/1/09
44	ABM Cleaning	East Elevation	Clean white residue from underneath sill block between gridline J between 9 and 10.	1/5/09
45	TMC Masonry	East Elevation	Re-tuck in mortar at outside corner of gridline J-9 above the first floor soldier course.	6/1/09
46	TMC Masonry	East Elevation	Re-point in mortar at gridline J-11 above concrete foundation wall.	6/1/09
47	TMC Masonry	East Elevation	Remove mortar from northern aluminum jamb at office 160 located at gridline J-12.	6/1/09
48	TMC Masonry	East Elevation	Re-point in mortar above second floor window located second window from north corner.	6/1/09
49	Rule Steel	East Elevation	On northernmost sunshade, it looks like northern turnbuckle is not tight and needs to be tightened so it runs nice and straight.	1/5/09
50	TMC Masonry	East Elevation	Re-point in masonry at gridline J-12 right below first floor window sill.	6/1/09
51	TMC Masonry	East Elevation	Remove nail from decorative brick veneer at gridline H between gridlines 3 and 4.	6/1/09
52	TMC Masonry	East Elevation	Re-point in mortar of parapet cap at gridline H between 3 and 4 and at numerous locations above parapet cap below where nail has been installed.	6/1/09
53	TMC Masonry	East Elevation	Install mortar just north of parapet cap, gridline H.	6/1/09
54	TMC Masonry	East Elevation	Re-point in mortar at gridline 4 continuously up to parapet cap.	6/1/09
55	TMC Masonry	East Elevation	Re-point in mortar at window head at gridline H south of access door.	6/1/09
56	TMC Masonry	East Elevation	Re-point in mortar above brick soldier course to the south of access door.	6/1/09
57	TMC Masonry	East Elevation	Re-point in mortar at Ariscraft stone above where parapet cap meets main building wall south of access door.	6/1/09
58	TMC Masonry	East Elevation	Install mortar at northeast corner at gridline H-11.	6/1/09
59	TMC Masonry	East Elevation	Remove nail from stair tower wall and insert mortar where stair tower intersects north building wall.	6/1/09
60	TMC Masonry	East Elevation	Clean excessive mortar from Ariscraft stone pieces at corner of stair tower.	6/1/09
61	Tri-State	South Elevation	Complete electrical at gridline 3 between D and E.	1/5/09
62	Sealco	South Elevation	Provide sealant between intercom call station at gridline 3 between D and E.	1/5/09
63	Tri-State	South Elevation	Straighten outlet by door 129.	1/5/09
64	TMC Masonry	South Elevation	Complete installation of mortar at inside corner of gridline D-3.	6/1/09
65	TMC Masonry	South Elevation	Re-point in mortar above first soldier course at gridline D-3.	6/1/09
66	ABM Cleaning	South Elevation	Clean all white powder from brick veneer and Ariscraft stone.	1/5/09
67	Commercial Painting	South Elevation	Provide paint touch-up on door 104 & 123. Repair dents first.	3/27/09
68	ABM Cleaning	South Elevation	Clean sill at door 104 & remove plastic flashing that is exposed.	1/5/09
69	TMC Masonry	South Elevation	Re-point in mortar and clean-up flashing at gridline F-1 at steel lintel over window.	6/1/09
70	TMC Masonry	South Elevation	Clean mortar off of brick veneer where trash enclosure wall meets column line F-1 and repair crack in trash enclosure concrete wall at same location.	6/1/09
71	TMC Masonry	South Elevation	General Note for South Elevation: Clean all mortar from underneath stone window sill.	6/1/09
72	TMC Masonry	South Elevation	General Note for South Elevation: Cut all weep tubes flush with concrete stem wall.	6/1/09
73	Commercial Painting	South Elevation	Complete painting of Kalwall sunshade supports at western sunshade device.	3/27/09
74	TMC Masonry	South Elevation	Remove black plastic underneath window sill at gridline 1 between F and G.	6/1/09
75	TMC Masonry	South Elevation	Clean-up joint where trash enclosure wall meets building foundation at gridline F-1.	1/5/09

Meridian City Hall

Exterior Punch List

Updated: 6/02/09 per 6/1 walk with COM & LCA

Item number	Responsible Contractor	Location	Item	Date Complete
76	Rule Steel	South Elevation	Remove grit from middle sunshade steel fascia and repaint.	OK
77	Rule Steel	South Elevation	Replace bent turnbuckle and tie rod at east sun shade.	OK
78	TMC Masonry	South Elevation	Remove plastic at gridline 1 between G and H underneath window sill.	6/1/09
79	TMC Masonry	South Elevation	Remove mortar from decorative soldier course above window sill at gridline J-1.	6/1/09
80	TMC Masonry	South Elevation	Re-point in mortar at gridline 3 at south second floor roof above center window at Arriscraft stone and brick veneer.	6/1/09
81	TMC Masonry	South Elevation	Trim back vinyl flashing at northernmost window sill.	6/1/09
82	TMC Masonry	South Elevation	Re-point in missing mortar above westernmost window at Arriscraft stone.	6/1/09
83	Sealco	Roof ??	Provide sealant where roof membrane stops at window sill.	6/1/09
84	Western Roofing	Roof -2nd Flr South	Trim galvanized flashing back from westernmost window so it lines up with Arriscraft stone.	OK - 5/11/09
85	TMC Masonry	South Elevation	Clean mortar off of roof membrane at south face of stair tower.	6/1/09
86	Western Roofing	Roof ??	Rework where second floor parapet intersects stair tower to provide cleaner waterproof detail.	6/1/09
87	Ax Plus	West Elevation	Stucco exposed foundation wall adjacent to generator and pedestrian ramp.	No per Keith
88	TMC Masonry	West Elevation	Re-tool mortar adjacent to southwest exit door at gridline F-2.	6/1/09
89	TMC Masonry	West Elevation	Patch and/or replace sill block adjacent at column line F-2.	6/1/09
90	TMC Masonry	West Elevation	Re-tool and mortar at brick decorative soldier course above sill at gridline F-2.	OK
91	Rule Steel & Com Paint	West Elevation	Tube steel at southernmost sunshade needs to be cleaned, made smooth and repainted.	1/5/09
92	Rule Steel	West Elevation	Remove black stain from brick at center window behind generator.	1/5/09
93	TMC Masonry	West Elevation	Remove black flashing above sunshade device at gridline F-2.	6/1/09
94	Buss Mechanical	West Elevation	Secure overflow drain properly with correct fasteners right behind generator.	10/20/08
95	Tri-State	West Elevation	Provide sealant at all foundation penetrations of condensing unit disconnect switches.	1/5/09
96	TMC Masonry	West Elevation	Reinstall mortar underneath sill block at column line F-1.	6/1/09
97	TMC Masonry	West Elevation	Re-point mortar at gridline D-4 to north of second floor window.	6/1/09
98	Tri-State	West Elevation	Look at the center light fixture by fire sprinkler door to ensure it is installed straight.	1/5/09
99	Commercial Painting	West Elevation	Repair dent in sprinkler room door and provide additional coat of paint on door and frame.	6/1/09
100	ABS Doors	West Elevation	Confirm door sweep installation at fire sprinkler room door.	1/5/09
101	Simplex-Grinnell	West Elevation	Secure fire pump test signage.	1/5/09
102	Buss Mechanical	West Elevation	Install overflow trim at overflow downspout penetration adjacent to screen wall at southwest corner.	10/20/08
103	Commercial Painting	West Elevation	Paint to match exterior wall louvers.	
104	TMC Masonry	West Elevation	Clean excessive mortar from underneath sill block at second floor windows.	6/1/09
105	TMC Masonry	West Elevation	Re-tuck in mortar underneath soldier course at window head at second floor window at south side of radius.	6/1/09
106	Tri-State	West Elevation	Complete electrical J-box at south radius wall.	1/5/09
107	Axelsen	West Elevation	Continuing concrete sacking of all exposed concrete wall on entire west elevation.	1/5/09
108	Buss Mechanical	West Elevation	Install roof drain overflow trim at both western columns.	10/20/08
109	TMC Masonry	West Elevation	Remove black vinyl flashing along column line A right at brick lintel above third story windows.	6/1/09
110		West Elevation	Complete sacking of concrete wall where concrete wall meets bottom of brick veneer continuously all along west elevation.	OK-4/17
111	Tri-State	West Elevation	Complete electrical box on the north curve.	1/5/09
112	Custom Glass	West Elevation	Provide sealant and/or bent flashing down at the second window, first floor from along the west radius, second window from the north. <i>READ OF CAULK</i>	OK
113	Buss Mechanical	West Elevation	Install overflow roof drain trim at gridline G-9.	10/20/08
114	TMC Masonry	West Elevation	Re-point in mortar above main soldier course at gridline D-10. <i>2nd floor stone</i>	
115	Buss Mechanical	West Elevation	Complete installation of fasteners at overflow drain at gridline F-11.	10/20/08

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Meridian City Hall

Exterior Punch List

Updated: 6/02/09 per 6/1 walk with COM & LCA

Item number	Responsible Contractor	Location	Item	Date Complete
116	ABS Doors	West Elevation	Install two door floor stops at egress doors from stair and corridor located at Northwest corner.	1/5/09
117	Apex Security	West Elevation	Level card reader at door 164.	10/20/08
118	TMC Masonry	West Elevation	Clean brick veneer along grid F between 11 and 12.	6/1/09
119	TMC Masonry	North Elevation	Clean-up mortar underneath first floor window sill at gridline J-12.	6/1/09
120	Axelsen	North Elevation	Re-rub four-inch reveal right below brick veneer to make it a nice clean joint.	1/5/09
121	Labor Ready	North Elevation	Remove adhesive from sill of aluminum window frame at gridline J-12.	1/5/09
122	TMC Masonry	North Elevation	Remove plastic flashing from gridline H-12.	6/1/09
123	TMC Masonry	North Elevation	Cutweep tub back flush with brick veneer at gridline H-12.	6/1/09
124	TMC Masonry	North Elevation	Remove exposed plastic sill flashing underneath stone cap at gridline H-12.	6/1/09
125	TMC Masonry	North Elevation	Remove plastic from underneath Arriscraft sill at gridline G-12.	6/1/09
126	TMC Masonry	North Elevation	Rework mortar joint underneath Arriscraft sill at gridline 12 between gridlines G and F and remove all exposed plastic sill flashing.	6/1/09
127	TMC Masonry	North Elevation	Remove felt flashing at gridline H-12 at window heads.	6/1/09
128	TMC Masonry	North Elevation	Remove black burn mark from brick veneer at gridline J-12 below tube steel and at gridline H-12.	6/1/09
129	TMC Masonry	North Elevation	Clean dark streaks off of concrete wainscot at gridline 12 between F and G and cut weep tubes back flush with concrete wall.	6/1/09
130	TMC Masonry	North Elevation	Re-point in masonry at sill cap at gridline F-12, first level.	6/1/09
131	Commercial Painting	North Elevation	Provide paint touch-up on door 110.	3/27/09
132	ABM Cleaning	North Elevation	Clean brick veneer below curtain wall framing at stair tower.	1/5/09
133	Axelsen	North Elevation	Continue concrete sack finish all the way up underneath brick veneer at stair tower.	1/5/09
134	Commercial Painting	North Elevation	Provide paint touch-up at door 164 & 110. Repair dent in 110 first.	3/27/09
135	TMC Masonry	North Elevation	At door 164 remove black plastic from inside corner below hinge and below trim cap near center hinge.	6/1/09
136	TMC Masonry	North Elevation	Clean grout from Arriscraft sill below curtain wall continuous around entire stair tower.	6/1/09
137	ABM Cleaning	North Elevation	Remove white powder at the east window jamb of curtain wall framing at stair tower.	1/5/09
138	TMC Masonry	North Elevation	Re-point in mortar joint at gridline 10 between B and E below second brick accent band.	OK
139	TMC Masonry	North Elevation	Complete installation of sealant at top of curtain wall framing at stair tower.	6/1/09
140	TMC Masonry	2nd Floor North Roof	Clean mortar off of roof membrane at the east wall of stair tower.	6/1/09
141	Buss Mechanical	2nd Floor North Roof	Extend plumbing vent above roof membrane a minimum of eight inches and/or per manufacturer's requirements.	10/20/08
142	Labor Ready	2nd Floor North Roof	Provide sealant underneath east window located on north building elevation where membrane terminates at sill. (Shelley's window)	OK - 5/11/09
143	Labor Ready	2nd Floor North Roof	Clean roof membrane at vertical surfaces on the east building elevation.	1/5/09
144	Tri-State	2nd Floor North Roof	Re-attach heat tape at northeast roof drain.	OK
145	Custom Glass	2nd Floor South Roof	Rework sealant at access door threshold to provide nice clean installation.	6/1/09
146	Western Roofing	2nd Floor South Roof	Repair hole in parapet roof membrane flashing near northeast corner of roof.	1/5/09
147	Western Roofing	2nd Floor South Roof	Densdeck is not fitting tight together at approximately 10 feet to the south of third story wall adjacent to electrical penetration. This should be corrected.	OK - 5/11/09
148	Buss Mechanical	3rd Floor North Roof	Raise vent piping a minimum of eight inches above flashing and/or as required by roof manufacturer to maintain warranty.	10/20/08
149	Commercial Painting	3rd Floor North Roof	Complete painting of rooftop units.	1/5/09
150	Commercial Painting	3rd Floor North Roof	Paint tube steel supports for chiller screen wall.	Extra Not PL
151	TMC Masonry	3rd Floor North Roof	Clean brick veneer at chiller screen wall.	6/1/09
152	TMC Masonry	3rd Floor North Roof	Re-point in where mortar has cracked at east face of chiller screen wall.	6/1/09

Meridian City Hall

Exterior Punch List

Updated: 6/02/09 per 6/1 walk with COM & LCA

Item number	Responsible Contractor	Location	Item	Date Complete
153		3rd Floor North Roof	Provide sealant at all butt ends of bent fascia plate to provide weather tight seal.	N/A
154	Western Roofing	3rd Floor North Roof	Correct soffit trim at bent plate above exhaust air so it runs true.	1/5/09
155	AWC	3rd Floor North Roof	Complete trim at soffit at East & West ends. (SW & NE corners)	6/1/09
156	Rule Steel	3rd Floor North Roof	Remove roll marks from tube steel fascia to provide nice smooth uniform finish and repaint.	Not Spec
157	Rule Steel	3rd Floor North Roof	Grind weld where tube steel meets bent plate to provide nice smooth transition on east and west ends.	4/20/09
158	Rule Steel	3rd Floor North Roof	Grind all welds smooth at bent fascia plate and repaint.	5/8/09
159	AWC	3rd Floor North Roof	Provide sealant between soffit metal trim and bent plate run continuously along entire fascia. - Silver or gray to match metal panel.	2/25/09
160	Western Roofing	3rd Floor North Roof	Install missing Densdeck at the southwest corner of roof membrane approximately 10 feet from each corner.	6/1/09
161	Tri-State	3rd Floor North Roof	Reattach heat tape at northwest roof drain.	6/1/09
162	TMC Masonry	3rd Floor North Roof	Re-point in mortar at west face of chiller screen wall at Arriscraft cap.	12/1/08
163	Western Roofing	3rd Floor South Roof	Correct roof for proper drainage at west elevation; considerable ponding is occurring along parapet wall.	6/1/09
164	Western Roofing	3rd Floor South Roof	Complete trim at barrel roof at soffit at southwest corner. (-Add metal trim cap)	5/13/09
165	Rule Steel	3rd Floor North Roof	Transition between tube steel and bent plate at fascia at west and east corners of barrel vault roof need to provide a smooth clean transition between two components and repaint as necessary.	6/1/09
166	Rule Steel	3rd Floor South Roof	Remove all roll marks from tube steel and repaint at east and west corners of barrel vault roof.	Not Spec
167	Rule Steel	3rd Floor South Roof	Grind welds smooth at all bent plate butt ends and repaint.	6/1/09
168		3rd Floor South Roof	Provide sealant between all butt ends of bent plate fascia.	N/A
169	AWC	3rd Floor South Roof	Provide bead of sealant between soffit trim and bent plate continuously across barrel vault fascia.	2/25/09
170	AWC	3rd Floor South Roof	Complete trim and provide sealant between fascia and soffit at southeast corner.	6/1/09
171	ABM Cleaning	3rd Floor South Roof	Remove masking tape from clearstory window at east end of clearstory windows.	1/5/09
172	Western Roofing	3rd Floor South Roof	Patch exploratory hole at northeast corner.	1/5/09
173	TMC Masonry	3rd Floor South Roof	Clean excessive mortar from Arriscraft stone at coping at south stair tower screen wall.	6/1/09
174	Commercial Painting	3rd Floor South Roof	Paint supports for screen walls. - Match A/C unit color	Extra Not PL
175	Western Roofing	3rd Floor South Roof	Provide nice clean hemmed edge where barrel vault roof has been cut at southeast corner at gutter transition.	6/1/09
176	Commercial Painting	3rd Floor South Roof	Paint relief tanks at DC1 and DC2 equipment.	Extra Not PL
177	TMC Masonry	3rd Floor South Roof	Re-point in cracked mortar joint at west side of stair tower screen wall where parapet cap meets wall.	6/1/09
178	Sealco	Site Work	Continue sealant at top riser of monument stair at both east and west wing walls.	12/5/08
179	Sealco	Site Work	Provide groove to receive sealant and install sealant where monument stairs meet north and south wing walls at monument stair.	12/5/08
180	Sealco	Site Work	Complete sealant at the north end of monument stair and all along plaza seat walls at north water feature.	12/5/08
181	Cobblestone	Site Work	Install medallion.	12/5/08
182	Petra	Site Work	Patch back of west pedestrian ramp wall where there is a chip out of the top of it located at north side of entry.	6/1/09
183	MR Miller	Site Work	Install cover panels for fountain valves.	11/5/08
184	Tri-State	Site Work	Install missing light fixture at north radiused wall.	12/5/08
185	ABM Cleaning	Site Work	Power wash all sacked walls.	12/5/08
186	Axelsen	Site Work	Patch top of south planter wall adjacent to south pedestrian ramp.	Unkn
187	Axelsen	Site Work	Complete sacking of ground chamfered edge at south side of seat wall at entry fountain.	1/5/09

Exterior Punch List

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JUL 06 2010

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.

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J. DAVID NAVARRO, Clerk

By **J. RANDALL**
DEPUTY

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**AFFIDAVIT OF KIM J. TROUT
DATED JULY 6, 2010 FILED IN
SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY
JUDGMENT**

State of Idaho)
)ss
County of Ada)

KIM J. TROUT, being duly sworn upon oath, deposes and says:

1. I am at least eighteen (18) years of age and am competent to testify regarding the matters set forth herein.

2. I am a member of the law firm of TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A., representing the Plaintiff in this matter, and I make the following statements based upon my own personal knowledge.

3. I have conducted, on behalf of the City of Meridian ("City") discovery in this matter and have reviewed the discovery for purposes of preparing this affidavit.

**AFFIDAVIT OF KIM J. TROUT DATED JULY 6, 2010 FILED IN SUPPORT OF OPPOSITION
TO MOTION FOR SUMMARY JUDGMENT**

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4. In my document review, I have been unable to find a single document, or documents, in which Lombard Conrad Architects, Material Testing Incorporated, Heery International, and City employees or building inspectors appears to have “signed off on the Project.”

5. In my document review, I have also been unsuccessful in finding a single document, or documents, in which Lombard Conrad Architects, Material Testing Incorporated, Heery International, and any City employees or building inspectors—outside of those involved in this litigation—have reviewed the Construction Management Agreement and performed an analysis with respect to Petra’s work performance under the Construction Management Agreement.

6. Attached hereto as **Exhibit “A”** is a true and correct copy of the Heery International Facility Assessment dated March 23, 2010.

7. Attached hereto as **Exhibit “B”** is a true and correct copy of Deposition Exhibit No. 10.

8. Attached hereto as **Exhibit “C”** is a true and correct copy of the April 3, 2007 letter received from Gene Bennett.

9. Attached hereto as **Exhibit “D”** are true and correct electronic copies of the depositions of Gene Bennett taken on February 19, 2010, April 20, 2010 and June 22-23, 2010; the deposition of Jerry Frank taken on March 3, 2010; the 30(b)(6) deposition of Tom Coughlin taken on March 4, 2010; the depositions of Tom Coughlin taken on February 26, 2010 and June 21, 2010; and the incomplete deposition of Jack Lemley taken on June 16, 2010.

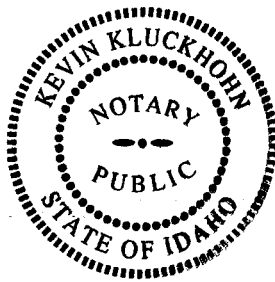
FURTHER YOUR AFFIANT SAYETH NAUGHT.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY, P.A.

By: _____

Kim J. Trout

Subscribed and sworn to before me this 6th day of July, 2010.



Notary Public, State of Idaho
Residing at: Meridian, ID
My commission expires: November 3, 2014

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of July, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Kim J. Trout

Meridian City Hall, Meridian, ID
City of Meridian

HEERY

PROJECT NO.

DATE:

0707600

FACILITY ASSESSMENT

03/23/2010

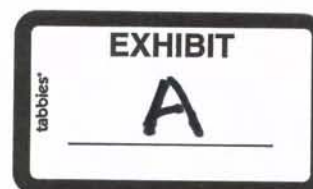
Date: April 13, 2010

To: Eric Jensen, Maintenance Supervisor – City of Meridian
Steve Christiansen, Architect – Lombard-Conrad Architects

Cc: Troy Kunas, Operations Manager – Heery International, Inc.
Colin Moar, Vice President of Commissioning Services – Heery International, Inc.
Martin Newhard, Senior Commissioning Agent – Heery International, Inc.

From: Chuck Hurn – Commissioning Agent

Purpose: Document the piping rework for the pre-heat coils on the Air Handling Units AHU 1 & 2. (The piping connections were reportedly mislabeled by the manufacturer.) Heery also performed a limited facility assessment of Meridian City Hall. The intent of this review was to observe the facility in normal operations.



1. GENERAL:

Heery International, Inc. (Heery) was selected by Lombard-Conrad Architects, P.A. and the city of Meridian to provide comprehensive commissioning (Cx) services for their new City Hall Project which completed construction in December of 2008.

Heery completed the majority of the functional testing of the facility in October 2008 and followed up on identified issues and staff training through completion of the project. The Final Commissioning Report was issued in May 2009. It reflected the status of any remaining issues and provided recommendations to the City of Meridian on final acceptance of the project. At the time of testing the facility was able to function per the design intent with only a few deviations as equipment operations were stabilized. Since the functional testing period the City has installed furniture and made changes to the building controls in an effort to resolve occupant comfort issues. The Engineer of Record has worked on these changes with various contractors and city personnel and has accepted them as meeting the performance requirements of the design. Based on Heery's limited assessment of the building and it's systems; operations have changed and no longer match the original testing parameters verified in our scope of work.

Heery is aware that the city of Meridian was unhappy with the services they received from the CM on the project, Petra Construction, and has been in legal discussions with them since the construction ended. Heery International, Inc. returned to the facility on October 5th and 6th of 2009 and conducted an assessment of the facility with the owner. A facility review report was prepared and presented to LCA. Since this time Heery has learned that the city retained the services of The New Energy Company (CM Services) and Trout ♦ Jones ♦ Gledhill ♦ Fuhman, PA Attorneys at law.

2. MEETINGS ON DECEMBER 16, 2009

On 12/16/09 Heery was invited to a meeting conducted at the Meridian City Hall facility and by The New Energy Company. In attendance was the city of Meridian, LCA, Engineering Inc., Hobson Fabricating, YAMAS, Technical Air Products, and Heery.

At the late morning meeting Heery learned several items:

- The AHU's piping connections had been mislabeled by the manufacturer, and the piping contractor, Buss Mechanical, was planning to rework the piping soon.
- The mechanical engineer of record (EOR), Mr. Mike Wisdom of Engineering Incorporated, and Dave Peterson of YAMAS had recently completely reviewed the control system in an effort to correct some habitual Hot/Cold issues. They discovered several items that were intrinsic to the control system's programming as well as system defaults or set points limiting the control systems operations. They also discovered several items in the controls program that they felt were way out of norms, but believe they were per the input from the Facility Manager, Eric Jensen or someone using his login code.
- The facilities water systems treatment regime was not being maintained and they were out of specified tolerances. It was stated that no one was aware of who had the responsibility to maintain the water treatment. The New Energy Company stated they did not have the project contract documents, the city facility manager was not familiar with them, the design

team did not know the answer and from earlier discussions and research, Heery was aware that the specifications called for the contractor to provide water treatment services for one year following substantial completion. Subsequent to the meeting, Heery provided specification 15181 – Hydronic Piping, to the owner, the design team and the New Energy Company which confirmed Heery's position. Please refer to section 1.7-A Water-Treatment Chemical: "Furnish enough chemicals for initial system startup and for preventative maintenance for one year from date of substantial completion." Please refer to section 3.6-C "Add initial chemical treatment and maintain water quality in ranges noted above for the first year."

- The meeting also discussed the York under floor air units and the York in-floor boxes. Specifically the conversation was about the seemingly random floor box damper operations. The manufacturer's representative, Brad Bird of Technical Air Products (TAP), provided documentation that indicated the units were performing a programmed function by opening for 6 seconds every 5 minutes to allow for the supply of fresh air to the space, referred to as "puffing". This is a feature programmed into the control system of the floor boxes by the manufacturer.
- The owner expressed that the side exit doors have been having difficulty closing at night. They have noted several ceiling panels that have popped up. The owner's contention is that the vestibules may be over pressurized causing the doors to not close and the ceiling tiles to pop up. No actual pressures are known for this space.
- The outbuilding (not part of Heery's scope of work.)

The outbuilding houses bathrooms, the chemical treatment for the water features and a maintenance room. There is evidence of corrosion in the chemical storage area. From our quick observation, the HVAC system in this facility may not be adequate or may not be operating.

- Several items of documentation were presented at this meeting.

Later in the day, Heery was invited to join The New Energy Company in a meeting with city representatives. At this meeting there were four persons from the city, one from The New Energy Company and one from Heery. The city expressed concerns regarding the following items which should be addressed by the architect and engineers of record as they are not part of the commissioning scope of work.

- The lack of water treatment on the water systems; and the possibility that piping systems and piping accessories may have been compromised or degraded to the point it may need to be replaced.
- The city also expressed concerns about the overall HVAC system and the fact that the city's representative/occupants are not satisfied with the system. They have a basic sense that the facility is not comfortable, cold.

- The floor boxes that are in the walkways seem to be trip hazards. They mentioned one case in which a lady with high heels had an accident.
- The floor tile in the lobby area. There have been several slips and falls that they have attributed to the tile. The perception is the tile is exceedingly slick with even the slightest amount of moisture. They have spent several hundred dollars on walk-off mats to protect against the falls.
- The water features have had serious maintenance issues and have cost them a great deal of money.

3. MEETING ON FEBRUARY 5, 2010

On 2/5/2010, Heery met with representatives of Trout Jones and The New Energy Company. The purpose of this meeting was to discuss the city hall facility and the commissioning process. The New Energy Company, lead Heery to believe that the meeting was to investigate design issues with the facility. The meeting was conducted at Heery's office in Boise.

4. SELECTED ITEMS FROM THE FACILITY ASSESSMENT (OCTOBER 4-5, 2009)

4.1. COMMISSIONED ITEMS

4.1.1. HVAC and EXHAUST SYSTEMS

- Exhaust Fan #3 - Per interview, exhaust fan #3 associated with the exhaust hood in the first floor mail room is not utilized. The fan functions as per the design sequence of operations. There are two reasons why this fan is not used.
 - 1) There appears to be an internal issue with the city's personnel as to the appropriate protocols, procedures and training for its use in the mail room.
 - 2) The Exhaust fan does not appear to have any filtration system and the fan is located relatively close to the intake of AHU-1 (south unit).

The owner is concerned that if the hood is utilized and it does function correctly removing an unknown substance, the substance may be removed from the mailroom only to be sent into the intake of AHU-1 and distributed throughout the building compounding the issue. The remaining substance that does not get sucked into AHU-1 may be blown outside and distributed throughout the local area, again compounding the issue.

- Exhaust Fan #2 - This fan/ducting/system is somewhat noisy in the third floor lobby area. Per Engineers note the fan was originally wired incorrectly. It has been corrected and the item is considered closed by the design team. The FM stated that the city had no desire to further address this issue.

4.1.2. HYDRONIC SYSTEMS

- **Observations** – The hydronic systems include the heating and cooling water loops and associated equipment. The contractor has installed additional spring isolators on the Trane chiller since the building was occupied. There may be a need to inspect the roofing membrane in the area around the chiller. There may be compromised areas that may be from the welding process. Both the chilled and hot water pumps appeared to be operating per design however Heery does still have concerns regarding the piping configuration. A cursory review of the boilers revealed what appears to be a water condensation leak in the flues. This should be investigated by a boiler technician.
- **Chiller Unit** – The unit appeared to be operating normally, no alarms were noted. The engineer states that the unit is installed per the approved documents. At the time of occupancy the unit was noted to be both vibrating the facility and unacceptably noisy inside the facility. The manufacturer, Trane, did send out some service personnel that installed additional screws in some of the sheet metal shrouds in hopes of quieting some of the vibration/noise. Trane also added the sound attenuating blankets around the piping and critical components of the unit. This did seem to remove some of the noise/vibration. Heery is aware of several meetings and follow-up work that has occurred regarding this issue. There are now spring isolators installed under the unit. Various owner's personnel report that the noise/vibration remains at an unacceptable level. Per the engineers response letter the unit is installed per manufacturer guidelines and the EOR has accepted the work. **Update:** (12/16/09) Per conversation with the Architect and Engineer the contractor is planning additional modifications to the chiller installation.
- **Chilled Water Loop** – The Chilled Water (CHW) loop is fitted with a Pressure Relief Valve (PRV) which was indicated on the plans and was installed as indicated by the piping contractor (Buss Mechanical). During the Cx process it was noted that this PRV was routinely venting and treated water was flowing to the floor drain. At this time the PRV and associated piping was reworked so that it is now essentially connected in close proximity to the suction side of the system pumps. In Heery's opinion this reworked piping location is not ideal, but it is per the engineers design.
Update: (12/16/09) Per conversation with the Architect and Engineer the CHW loop water is out of PH levels balance (has high nitrate levels). Heery was requested to review our records for receipt of chemical testing submittals; no water treatment submittals were received by Heery. (3/29/10) Per 15181 section 1.5-A Product Data: Item 3 Chemical treatment is a required submittal. 1.5-D Water Analysis, a copy of the water analysis to illustrate water quality available at project site is a required submittal.
- **Pumps** – The sound insulating boxes remain in place around the pumps. No leaks or vibrations were noted.
Update: (3/29/10) The sound insulating boxes have been removed. The owner reports the sound is at an acceptable level.
- **Boilers** – All four (4) boilers appeared to be operating normally and were maintaining the hot water temp per design (about 140 °F), no alarms were noted. Observing the

boilers there is evidence of a condensation leak from the flues behind the units. The acidic condensation has started to etch and stain the concrete. Heery recommends the EOR provide a statement to the Owner regarding their design solution for this problem

4.1.3. PLUMBING SYSTEMS

- **Hot Water System** – During the Cx process it was noted that the hot water did not appear to be properly distributed throughout the facility. Several sinks required the hot water tap to be open for as much as 60 seconds before hot water would be available. The showers in the basement, even after 60 seconds, did not have hot water available.

Recirculation Pump - The owner reports that the recirculation pump runs 24/7 and they no longer have a hot water availability problem. There has been follow-up rework associated with this system. The owner reports that the recirculation pump impeller size was increased, some of the circuit setters were changed out for a different size, and other additional circuit setters installed. At the time of Heery's site visit there were personnel in the showers and the hot water was readily available. Documentation of the changes and any rebalancing of the system have not been made available to Heery at this time.

- **Sewer Sump** – Located in the basement janitor's room is a sanitary sump. During the Cx process it was noted that the lid for this system was not sealed and odors could become an issue. The installer did install a gasket material around the lid to help this condition. Heery observed this sump visually and aromatically and found no issues.

4.1.4. BUILDING AUTOMATION SYSTEM

- **Observations** – The BAS for this facility has multiple levels of systems provided by different vendors and contractors which create a complicated overall BAS system that is difficult to fully understand. Many manufacturers have proprietary information and intricacies that is not common knowledge to all installation personnel. Trying to get all the different systems to function as a whole has proved to be difficult. As noted above the EOR and Controls contractor have spent additional time to improve BAS performance. It is currently unknown whether adequate training been given to the Owners staff on these changes and why they were implemented?

Schedules – The owner may not be taking full advantage of the BAS. The use of a correctly programmed daily occupancy schedule, holiday schedule, as well as a night flush may increase the realized BAS benefits. During commissioning functional testing the schedule was set to operate during normal business hours and shut off at night per the original sequence of operation.

Data Trends – The established data trends are rather short. It is recommended that the O&M personnel increase the length of time the logs are trended over (Heery recommends 14 days). The O&M staff should also make it a routine to download the data to more permanent data storage for long term trending. The BAS data should be routinely reviewed by FM for areas to improve the energy savings.

Sensor Calibration – There appears to be a possible calibration problem with the OSA sensor. The BAS reports the OSA temp at 52 °F and per infra red sensor it is 42 °F near the sensor. It is recommended that all sensors are recalibrated annually.

Issue – At the time of the visit it was cool (depends on the temp sensor used) outside. It was noted that the chiller's first stage was operating, which is not expected by the design sequence of operation. It is not clear why the chiller was operating at this temperature and it should be investigated by the FM. The original sequence called for chiller operation to only be enabled when OSA temperatures reached 65F.

4.1.5. ELECTRICAL SYSTEMS

- **Observations** – No issues were noted with the main electrical system.
- **Emergency Generator** – The owner reported that the emergency shut-off mounted on the exterior of the back-up generator can be accessed by the public and occasionally is tripped. The owner reports that there is no BAS or generator enunciator notification of the shut-off being activated.
- **Lighting System** – During the Cx process the Electrical Engineer and Lighting System representative set the facility spaces with a light meter and the light sensors adjusted to optimize the daylight harvesting system. The timing, dimming and manual switches verified functional by the commissioning agent. Several occupants reported that the lighting is less than desirable and they would like to have more light available. Heery recommends the EOR to discuss design light levels with Owner to confirm required levels are being met.
- **Alarm System** – (1st Flr, South Comm room) There appears to have been some recent construction activities in the area, and perhaps someone covered the smoke detector for protection. However, it is critical that all detectors remain operational. Please remove the tape from the smoke detector and ensure no adhesive residue has interfered with the detectors ability to function.

4.2. COMMISSIONING ISSUES LOG

4.2.1. The following is a brief listing of the outstanding commissioning related items that were identified by the commissioning process. The items indicated closed have been addressed by the design team. Please refer to the original Site Visit Reports (SVRs) prepared by Heery International's Cx Agents for a complete listing of significant items identified and the attached issues log (attachment No. 3).

51	9/30/08	Chiller Vibration /Noise	Roof	There is a severe vibration that seems to be originating from the chiller. It can be heard and felt in the HR area on the 3rd floor. Trane is aware of the issue.	Please see attachment No. 1 from Engineering Inc.	Closed	
52	10/6/08	Roof Leaks	Roof	Several roof leaks.	To be verified by others.	Closed	
77	10/8/08	Plenum Temp Sensors	ALL	The Temp Sensors are not within the specified tolerance.	Please see attachment No. 1 from Engineering Inc.	Closed	
80	10/9/08	Plenum Pressure	ALL	The plenum pressure is less than specified. What is the acceptable plenum pressure?	Please see attachment No. 1 from Engineering Inc.	Closed	
85	10/10/08	Chilled Water Pumps	Penthouse	The chilled water pumps cannot be operated at maximum capacity because it keeps popping off the Pressure Relief Valve.	Please see attachment No. 1 from Engineering Inc.	Closed	
94 A	10/27/08	HVAC	3 rd Floor Lobby	EF-2 has significant noise in the ducting.	Please see attachment No. 1 from Engineering Inc.	Closed	

4.3. CONCLUSION:

4.3.1. WHAT HAS WORKED....

- The Mechanical, Electrical and Plumbing systems for the most part, appear to be meeting the needs of the occupants. Like all prototype facilities, there have been significant issues that were encountered during the design, construction and warranty phases of this project. The Cx process identified several items and the team, for the most part, responded well.
- This facility is rather complicated and the maintenance staff does appear to be doing an excellent job maintaining it, given the limited operating budget. Staying on top of the daily operational review issues will result in a lower operational and maintenance expenditure, over time, for the city.

4.3.2. WHAT HAS NOT WORKED....

- One of the areas that may be improved upon is the education of the occupants and public as to the intent of the "GREEN" facility. Getting more of the occupants to understand the green and/or healthy living philosophy, may increase the use of many features contained in this project such as; high efficiency vehicle parking, bicycle storage, employee work out facility, accepting the reasons why the Indoor environmental conditions may be just outside of their personal comfort zone, or previous facility norms etc.
- The education and training of the occupants as to the capabilities of the facility. Getting the occupants to understand that this is a high-tech "GREEN" facility and getting them to understand the intent and limitations of the building systems will improve their concept of the facilities performance.
- The lighting system is different than what is typical in an older building. The lighting controls can be adjusted but the city may need to provide task lighting in some areas based the work being performed.
- The BAS is an incredibly powerful and useful tool when fully utilized and the facility is properly tuned. There are multiple levels and layers of devices in the BAS and each has their own limitations. To fully realize the potential energy savings of the system, the city may want to obtain some more in-depth system training for the maintenance staff or consider a long term maintenance contract with one of the local BAS providers. The FM should examine the capabilities of the O&M team and develop a plan to meet the operational needs of the facility in the future.
- The requested commissioning close-out documentation was very slow to be delivered to Heery by others from the construction team. This did create extra work for several people.

- The Cx Issues log is a tool provided to the owner and the construction team to assist them with the tracking significant Cx issues to satisfactory resolution. Like many recommendation tools, it is only useful if it is used and acted upon.

5. SITE OBSERVATIONS AND COMMENTS (MARCH 23, 2010)

5.1. GENERAL OBSERVATIONS

- 5.1.1. Per discussions with several randomly selected occupants; the majority of the women claim to be cold and the majority of the men claim to be comfortable. All space temperatures are not documented, however; please see attachment 6 for screen shots of the space temperatures indicated on the BAS. The original space temperature set point was 68F throughout the facility and most spaces at indicating temperatures above 68F.
- 5.1.2. The owner reports that the roofing contractor was there Monday (3/22/2010) to rework the roofing.
- 5.1.3. The owner reports that they had a cracked toilet. The toilet's base flange cracked at the bolts. The owner replaced the toilet and reports that no water found its way into the underfloor plenum area.

5.2. HVAC SYSTEM OBSERVATIONS

- 5.2.1. AHU's - Heery opened the AHU's and entered the units closing the doors. Heery observed that the filters, coils and units were acceptably clean. With the wind chill factor, inside the unit's discharge section, it was cold. See additional discussions below in BAS section 5.3 for more information.
- 5.2.2. Fan #2 is located in the North East corner of the penthouse and is the main bathroom and general exhaust for the facility. This issue was recorded in the Issues Log as item 94A on 10/27/08. Engineering Incorporated issued a letter dated 11/13/2009, stating that the fan was originally wired backwards and at a very high RPM, that the contractor reworked the wiring and the fan is operating at an acceptable level. Please see attachment 1 for EI's letter and attachment 2 for Heery's complete Issues Log.
- During the construction phase (before 10/27/08) it was noted by the Test, Adjust and Balance (TAB) contractor (Felts-House Engineering) that this fan was under performing, meaning that it could not exhaust the specified amount of air. Heery is unaware of how the decision was reached; however, the fan motor was increased from 2 HP to 3 HP. This modification created added work for the HVAC, Electrical and TAB contractors.
- Soon after the Issues Log was issued, the CM organized a meeting, in the 3rd floor lobby area, just outside of the Mayor's reception area. Those present represented, Petra, LCA, EI, Hobson, and Heery. All parties present confirmed that the noise was at an unacceptable level; however, no one at the meeting had any actual testing equipment to document the noise level. It was presented at this meeting by EI that the owner should have the contractor install high density duct wrap insulation to a length of ducting (from the point the duct drops down from the penthouse to the "T" that splits the air flow to the North and South mechanical chases. It was learned by Heery later that the contractor presented a price proposal for the addition of the insulation and the owner declined the proposal.

There are no specific noise level requirements for this system contained within the specifications.

In Heery's facility review report dated 10/6/2009, it is noted that the fan remains noisy. On the latest site visit (3/23/10), the fan was again observed as operating at an above normal sound level in the 3rd floor lobby area. On this site visit it was observed that 3 of the 4 sides of the ducting, as it penetrates the penthouse floor, appear to be separating, pulling inward, from the concrete slab floor of the penthouse (See pictures in Attachment 6).

5.3. Building Automation System (BAS) Observations

5.3.1. The facility manager could benefit from additional training on how the operations and functionality of the BAS and the HVAC system as a whole was designed to operate and how the EOR intended the building systems to operate.

5.3.2. Heery is aware that the Engineer of record and the controls contractor (YAMAS) have spent a significant amount of time analyzing, reevaluating and reprogramming the BAS. The BAS controls programmed sequence of operation as currently configured appears to be significantly different than what was evaluated during the functional acceptance testing performed by Heery. Documentation of these changes has not been made available to Heery at this time.

5.3.3. The building static pressure setpoint is 0.02" WC. (this is the same as during functional testing) The pressure is indicated at 0.053" WC on the AHU-2 screen shot.

- It may be worth investigating if this is an absolute pressure or a relative pressure and why it is off of set-point?

5.3.4. The plenum pressure setpoint is 0.05" WC. (this is the same as during functional testing)

Area 1 – NE 0.042" WC

Area 2 – SE 0.039" WC

Area 2 – NE 0.054" WC

Area 3 – N 0.046" WC

The plenum pressure was observed to fluctuate from 0.028" to 0.06" WC, depending on which area and floor the sensor was located on. The Duct Static Pressure has a setpoint of 1.25" WC and was observed as remaining steady.

- It may be valuable to investigate the leaking floor boxes (how many and how much in a specific area) and the opening and closing of doors in the spaces to determine if they affect the plenum and building pressures.

5.3.5. Outside Air Temperature Sensor

The morning of the observations there was ice observed on the roof surface; however the OSA temperature sensor reported 47.2 F.

- It is imperative this sensor is accurate and changed if it is broken.
- This sensor could be being unduly influenced by external items. Heery recommends the EOR and Contractor re-evaluate the position of this sensor.

5.3.6. Air Handling Units - Economizers

The AHU-2 economizer is operating on a minimum setpoint of 47.0 % open at 22,320 cfm. The BAS is indicating 20,900 cfm at a damper position of 47.0 % open.

The AHU-1 economizer is operating on a minimum setpoint of 41.2 % open at 22,900 cfm. The BAS is indicating 23,410 cfm at a damper position of 41.2 % open.

5.3.7. Air Handling Units - Valves

AHU-2 the Heating Valve is 0.0% open (closed) and the Cooling Valve is 75.0 % open.

AHU-1 the Heating Valve is 0.0% open (closed) and the Cooling Valve is 0.0 % open.

The Chiller was observed as being Off-Line and 3 of the 4 boilers are idling at 29% to 40% capacity.

5.3.8. Air Handling Units – Coils

It is not clear that the SOO of the AHU's are adequately protecting the piping, coils or units from freezing. The BAS Sequence of operation does not appear to be operating as observed during the FAT's.

5.3.9. Plenum In-Floor Air Distribution Boxes

Heery worked with the FM and performed observations of the floor boxes operations. We first went to the BAS and printed out 4 areas that seemed out of specification to the FM. This could mean that the heating setpoint or the room/space temperature as reported by the BAS were out of normal ranges as he recalled. Eric printed out the info regarding four specific units and we went to those spaces to observe the area and devices.

- Building Department - Terris Area. (Open office area in Building Department)
1st Floor – SE Interior

	BAS	T-Stat
Room temp	71.0	71.0
Setpoint	64.0	64.0
Cooling call	100.0%	
Heating Call	0.0%	
Alarm	Normal	

The thermostat was observed to confirm the BAS readings.

This is a cooling only unit, which means that the thermostat controls several floor boxes that only have a side damper that is able to open or close allowing the conditioned air in the plenum to escape into the space above. The operation of these floor boxes is such that when there is a call for heat, the dampers are to close and when there is a call for cooling the dampers are to open. That is all they do.

When we initially observed the floor box, the unit was calling for cooling and the damper was open. We switched the t-stat into heating mode to observe the way the

floor box responded. We waited for several minutes (4-5) and nothing happened. Eric switched the t-stat back to cooling mode and we waited a few minutes and the damper did a forward flip then did two backward flips and stopped in the full open position. This whole flipping process only lasted a few seconds. We then set the t-stat into the heating mode and waited. After 6-8 minutes we were about to give up when the damper rotated to the closed position; however, it did not seal off the floor box from the plenum. The damper remained open about 10 – 20 degrees and a significant amount of plenum air was escaping into the space. It stayed in this position for approximately 15 seconds then rotated to the full open position without any input from us. The t-stat was observed as still calling for heat. Heery walked around to several other cooling only floor boxes and observed that about half of them were either fully closed or open. The other half were at some intermediate point. Manufacturer to correct the floor box operation and damper shut off.

• Building Department - Reception Area

1st Floor – SE Interior

	BAS	T-Stat
Room temp	73.0	73.0
Setpoint	78.0	78.0
Cooling call	0.0%	
Heating Call	100.0%	
Alarm	Normal	

The thermostat was observed to confirm the BAS readings.

• Fire Department - Office (Chief's office)

2nd Floor – W Exterior

	BAS	T-Stat
Room Temp	68.0	70.0
Setpoint	75.0	68.0
Cooling call	0.0%	
Heating Call	100.0%	
Alarm	Normal	

The thermostat was observed NOT to confirm the BAS readings. The BAS indicated the Room and Setpoint temps reversed from that of the thermostat.

The Room Temp. and Setpoint Temp. inputs appear to be reversed in the BAS. The space temperature appeared to be as the thermostat indicated and set per the occupants desires. The floor boxes did appear to be closed and no significant amount of air was noted as escaping. The occupant reported that he has no issues with his HVAC system but is very dissatisfied with the lighting. As noted earlier the

EOR and Controls Contractor have made changes to the system. Documentation of those changes have not been made available to Heery at this time.

- Fire Department - Conference room.
2nd Floor – W Exterior

	BAS	T-Stat
Room temp	74.0	74.0
Setpoint	82.0	82.0
Cooling call	0.0%	
Heating Call	100.0%	
Alarm	Normal	

The thermostat was observed to confirm the BAS readings.

The office manager (female) has a desk in the open area outside the conference room and reports to be cold most of the time, even in the summer. In an effort to warm her space she raises the setpoint on both of the t-stats in the open area (observed to be 76 F) and raises the setpoint in the conference room (observed to be 82 F) in an effort to help heat her space. She has an under-desk floor heater and reports that most of the ladies she knows are cold as well. There are two, cooling only, floor boxes in the conference room. The floor box dampers do appear to be closed with low leakage observed. This room does have a CO2 sensor. No CO2 readings were observed during this visit.

- 5.3.10. BAS Screen Shot Print out Comments. These comments are based on the results of functional testing performed in October 2008. Significant changes have reportedly been made by the controls contractor and engineer of record; however, documentation of these changes were not available to Heery during our site visit.

- AHU-2 – North
 - Freeze protection for the coils is not evident.
 - The SOO for the CO2 sensor needs to be validated.
 - The SOO for the Heating/Cooling valve operations needs to be re-verified.
 - The economizer min/max settings should be re-verified as having the correct damper position and CO2 sensor operations.
 - Re-verify the Discharge Air Temp Reset.
 - It was cold the morning of observations and the DA Temp Reset indicates 100% cooling demand and a calculated setpoint of 58.0 F. How is this cooling setpoint calculated? How does it relate to the Heating/Cooling valve positions? How does it relate to the economizer? Heery recommends EOR & Controls contractor provide a statement to the Owner on what should be happening and how it is programmed to achieve the design intent.

- AHU-1 – South
 - Freeze protection for the coils is not evident..
 - Ex. Damper is 100% open.
 - SA is 40,060 cfm and the RA is 39,180 cfm. That gives us a high volume of OSA.
 - Min. OSA Damper position is 53%. This seems high % open re-confirm by the TAB report that this is the minimum fresh air setting.
 - How do we get Mixed Air temp of 57.8 F with nearly 100% OSA? Heating and Cooling valves are closed. Heery recommends the sensors to be checked locally and confirmed calibrated and the Graphics page checked for proper indications.
 - Look at Discharge Air temp Reset control logic and programmed P&ID loop
 - It is indicating 100% cooling demand with a calculated setpoint of 58.0 F. The cooling valve is 0% (closed).
- Floor Plan Level 2 NE & SE

Floor plenum pressure - 2 NE – 0.054" WC 2 SE – 0.039" WC
- Floor Plan Level 3 North
 - The mayor assistant's office has an indicated temp of 0.0 F. Why?
 - The floor plans on the graphics do not match the building. There were several last minute modifications by the owner which have not been translated to the graphics.

5.4. Hydronic System Observations

5.4.1. AHU Coil Piping – Rework

The rework on the piping for the AHU Pre-Heat Coils has been completed on both units.

- A correct piping diagram along with an explanation of the error from the manufacturer has been requested and nothing has been received by Heery or the FM.
- Heery has had communications with the TAB balancer, Ro-Bar, in which they indicated that they had been on site and did perform a balance on the HW system and they were comfortable with the flows they observed. In our conversations, Heery encouraged the balancer to produce and distribute an addendum to their earlier TAB report to record their findings (Flow rate and pressure, Delta temp upstream and downstream of the coil) of the reworked piping system. Heery is not aware of a revised report actually being produced or reviewed.
- AHU-1 (South Unit) the piping has been reworked.

- There are no sample ports on the piping at or near the unit. To absolutely verify that the correct amount or if any water is flowing through a coil, the system needs to have sample ports. Heery cannot confirm that the coils or piping are performing by empirical measurements. A non intrusive ultrasonic flow meter be used to prove flow rate.
- The reworked piping has been insulated. As observed, there were no indications of water flow through the reworked piping or coils.
- Neither the piping nor the units appear to have been correctly labeled for direction of water flow. The units are labeled with what appear to be factory labels and the piping is not labeled. As it was observed, if the labels on the unit are correct then the piping as installed is incorrect. If the piping is correct then the coil labels are not.
- AHU-2 (North Unit) the piping has been reworked.
 - There are no sample ports on the piping at or near the unit. To absolutely verify that the correct amount or any water is flowing through a coil, the system needs to have sample ports. Heery cannot confirm that the coils or piping are performing by empirical measurements.
 - The reworked piping has not been insulated. As observed, there were no indications of water flow through the reworked piping or coils.
 - Neither the piping nor the units appear to have been correctly labeled for water flow. The units are labeled with what appear to be factory labels and the piping is not labeled. As it was observed, if the labels on the unit are correct then the piping as installed is incorrect. If the piping is correct then the labels are not.

5.4.2. Chiller

The owner reports that the contractor/manufacture was on site last week and reworked the piping on the chiller. They appear to have removed the braided flexible connectors and installed rubber flexible connectors in their place. The expectation is that this will remove the vibration being transferred to the structure from the Chiller unit.

- The owner reports that a manufacturer's installed copper pipe broke on the chiller unit. This pipe was replaced and the system recharged with chemicals by the manufacturer at their cost.
 - It may be worth noting that the owner reported that the broken pipe or failure was actually a "Bad Weld". It may be worth looking at the weld in question, forensically. This bad weld could be the result of the relentless vibrations the unit creates and there could be other "bad welds" soon. It should be considered that this vibration could be having a fatiguing effect on the unit, the unit's piping and devices, the unit's supporting structure, and the buildings structure as a whole. Heery recommends the EOR, Architect and Structural Engineer provide a statement and advise the Owner on this situation.
- The reworked piping was previously insulated by the manufacturer with sound absorbing materials as an aftermarket add in an effort to reduce the

vibrations/noise being experienced in the facility. This sound absorbing insulation does not appear to have been correctly reinstalled.

5.4.3. Boilers

It was observed that three of the four boilers were operating, each between 29% and 40% capacity.

The original SOO called for the first boiler to operate until it reached a 70% of capacity setpoint, then the next boiler was to be brought on line until both boilers (one and two) reached a 70% of capacity setpoint, then the third boiler would come on line and so on. This SOO was documented in Heery's Commissioning reports and has been observed as being in operation since then.

- The current SOO of the boilers is not energy friendly and may have added maintenance costs associated with it.

The Heating Water (HW) supply setpoint has been increased since Heery's original FAT's.

HWS Temperature (setpoint) Current – 190 F Original – 180 F

HWR Temperature Current – 173 F Original – 146 F

- It is not clear exactly who increased the setpoints or why, but it should be investigated.

5.4.4. Heating Water Systems

The HW system's Chemical Pot Feeder was valved off.

- The current chemical balance of the HW system should be reported.

The HW system pump was operating at 81%.

- The Facility Manager stated the HW system was being filtered.
- The AHU heating valves are closed. The HW return is at 173 F and the Boilers are not operating at full capacity.

The HW system has been modified. There is additional piping in the penthouse area.

- The added piping has not been insulated.

5.4.5. Variable Frequency Drives (VFD)

The owner reports that the VFD's were recently re-tuned.

- Much of the VFD whine has been removed from the pumps and the ductboard sound attenuation boxes, that use to cover the pump motors, have been removed.

5.5. Plumbing System Observations

5.5.1. Sanitary Sewer System

The owner reports that several departments, mostly the south side of the building, are complaining of sewer smells.

- There is a VTR? located in the proximity of the AHU-1 intake.

5.5.2. Domestic Hot Water

The owner reports that the hot water delivery to the basement sinks is slow.

5.6. ELECTRICAL SYSTEM OBSERVATIONS

5.6.1. Lighting

The owner reports that many of the occupants are not satisfied with the available light.

6. CONCLUSION

It should be considered that all observations made on the 3/23/10 visit were brief in nature. Heery did not perform any detailed investigations of any specific system and the items noted may or may not be real concerns. Heery has extended an offer to the owner for us to return to the facility and perform a detailed investigation; however, the offer was not accepted. As previously stated, the purpose of this visit was to observe and document the recent piping modification regarding the AHU's and to briefly observe the facility in normal operations.

To address the results of the AHU piping rework observations, there are items of concern. When asked, the owner did not know if the current piping was correct. It is reasonable that neither the owner nor Heery could positively state that the coils are correctly piped, without a piping diagram from the manufacturer. The reworked piping should be reviewed and approved by the EOR. Correctly labeling the piping and units is important for all future maintenance of the equipment. Personnel change, documents are lost and the labels will hopefully remain. The uninsulated piping does put the piping in jeopardy of freezing. The water did not appear to be flowing through the coils or the piping which increases the risk of the pipes and coils freezing.

From our cursory review, the facility's mechanical, electrical, and plumbing systems do appear to have several significant concerns. When we consider the current items with the historical items of concern, Heery would recommend that a report from the construction team and design team be sought. The owner should consider performing a full re-commissioning of the facility to verify their facilities operations are consistent with the changes that have been implemented since the facility was originally functionally tested in October 2008 by Heery. The city of Meridian should also consider a long term measurement and validation (M&V) program to gather all appropriate system and building data trends and utility usages to fine tune the facility and optimize its energy efficiency. This should provide the owner with the high level of confidence they need to inform the occupants that their new facility is a model for the community and sustainable buildings everywhere.

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Enclosures:

Selected Photographs from March 23, 2010 Site Visit.

BAS screen shots, Equipment and Zone data, from March 23, 2010 Site Visit.



Valved off Pot Feeder on the HW System.



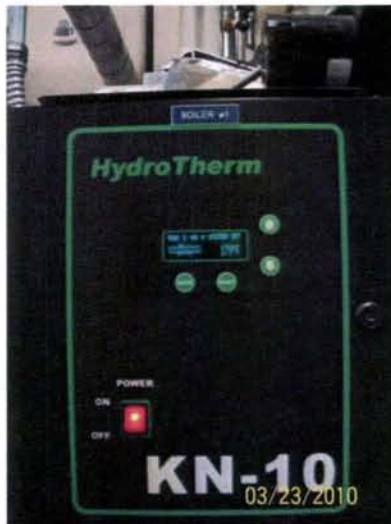
CHW System Pot Feeder



HW system operational VAV



CHW System operational VAV



Boiler #1 Indicated at 40% capacity



Boiler #1 Supply and Return Thermometers.



EF-2 Ducting as it penetrates the penthouse floor.



Chiller - new rubber flexible connectors



Chiller – Vibration isolator



Chiller – Poorly installed insulation



AHU-2 – Showing the uninsulated pipe and original factory connection labels.



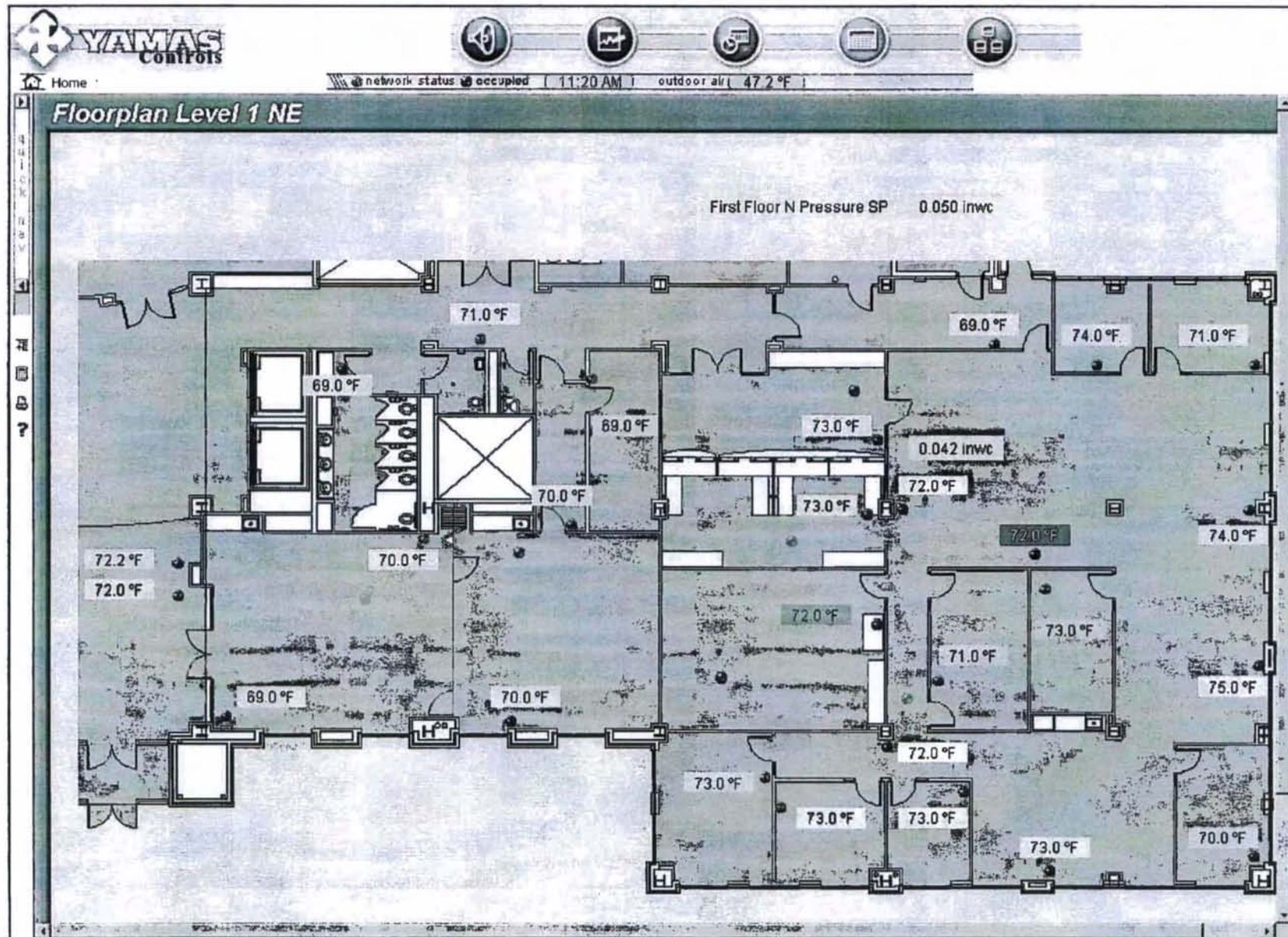
Ice on the roof

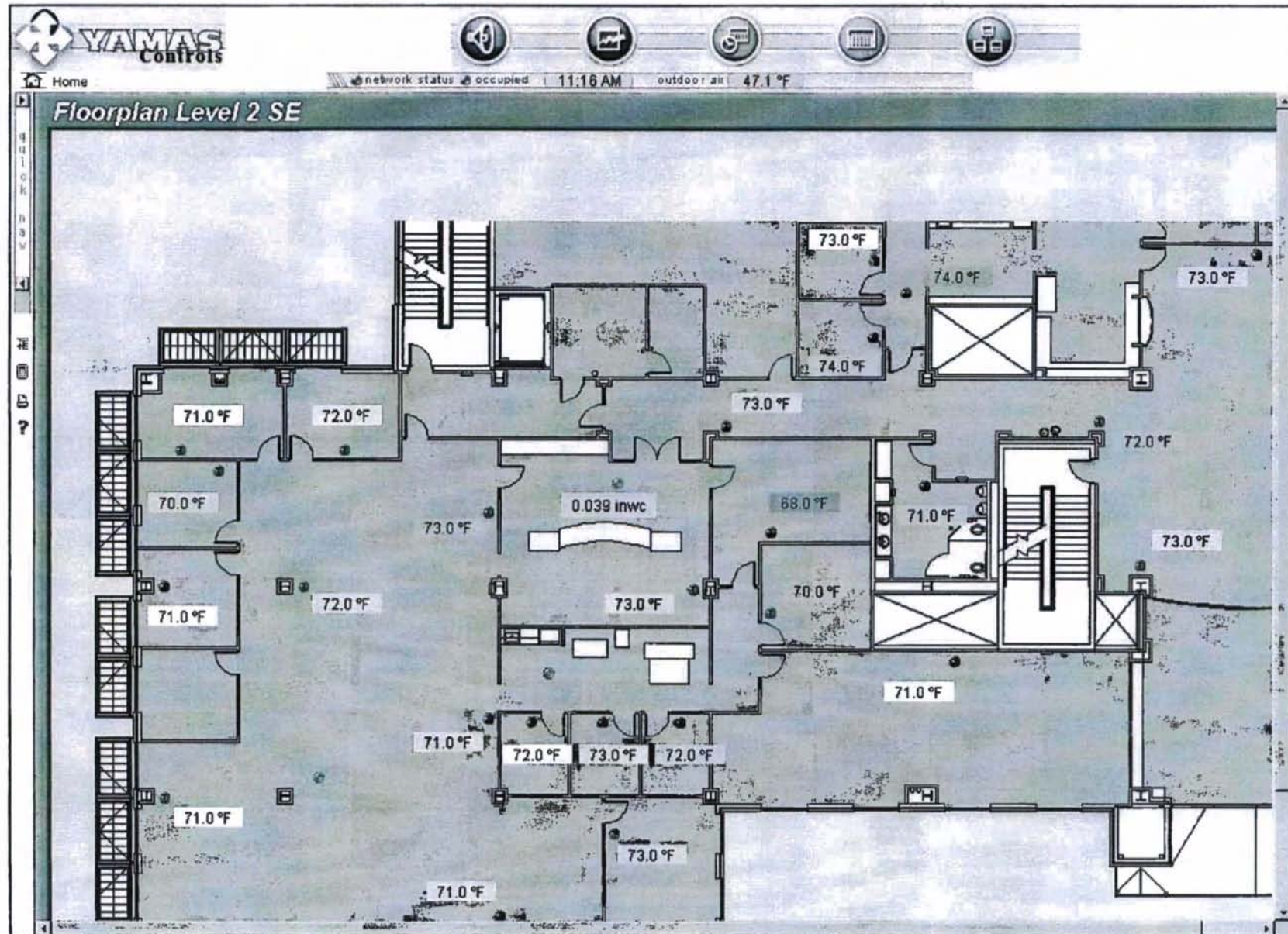


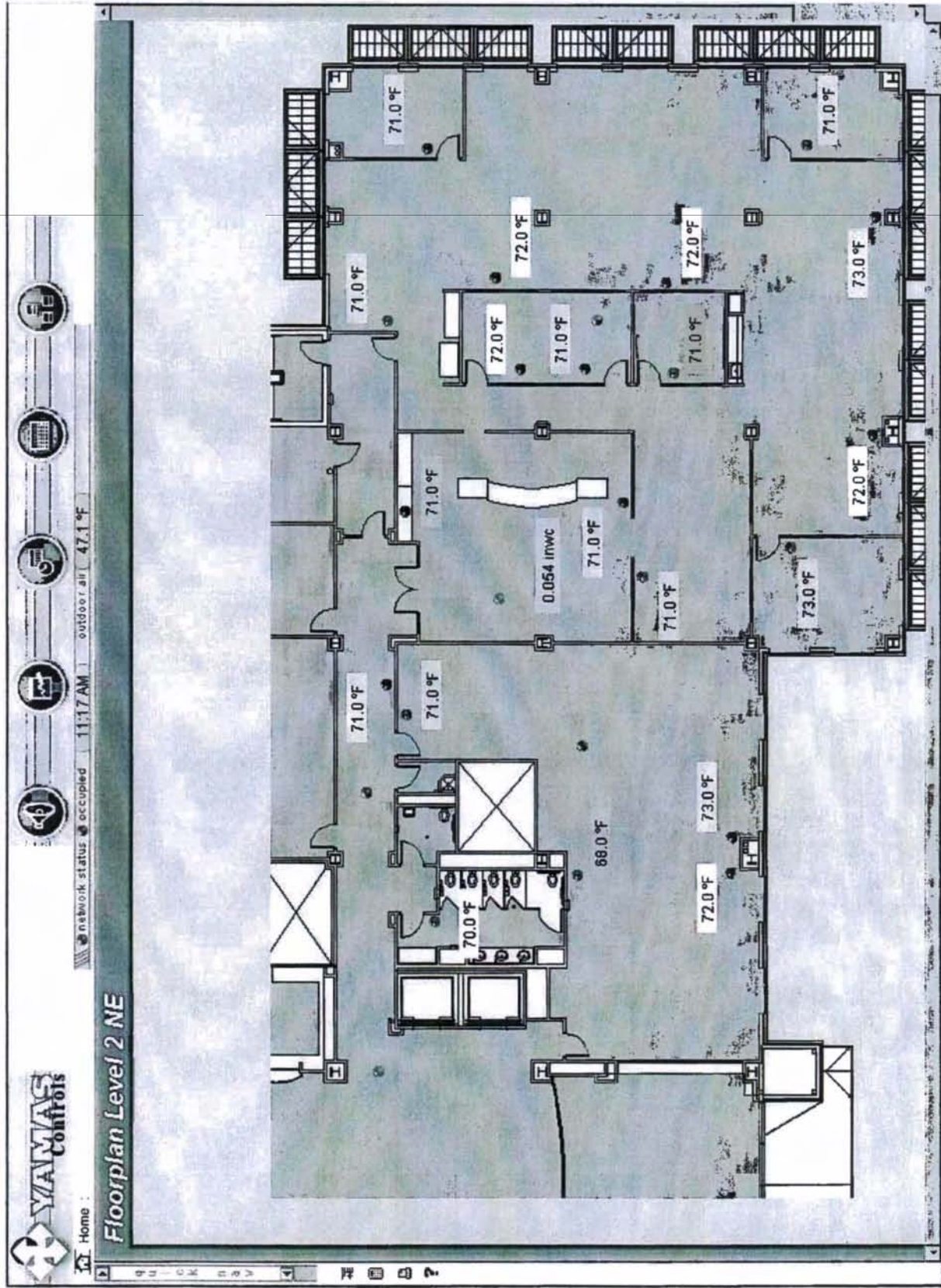
Illustrating the proximity of the EF-3 and VTR to the intake of AHU-1.

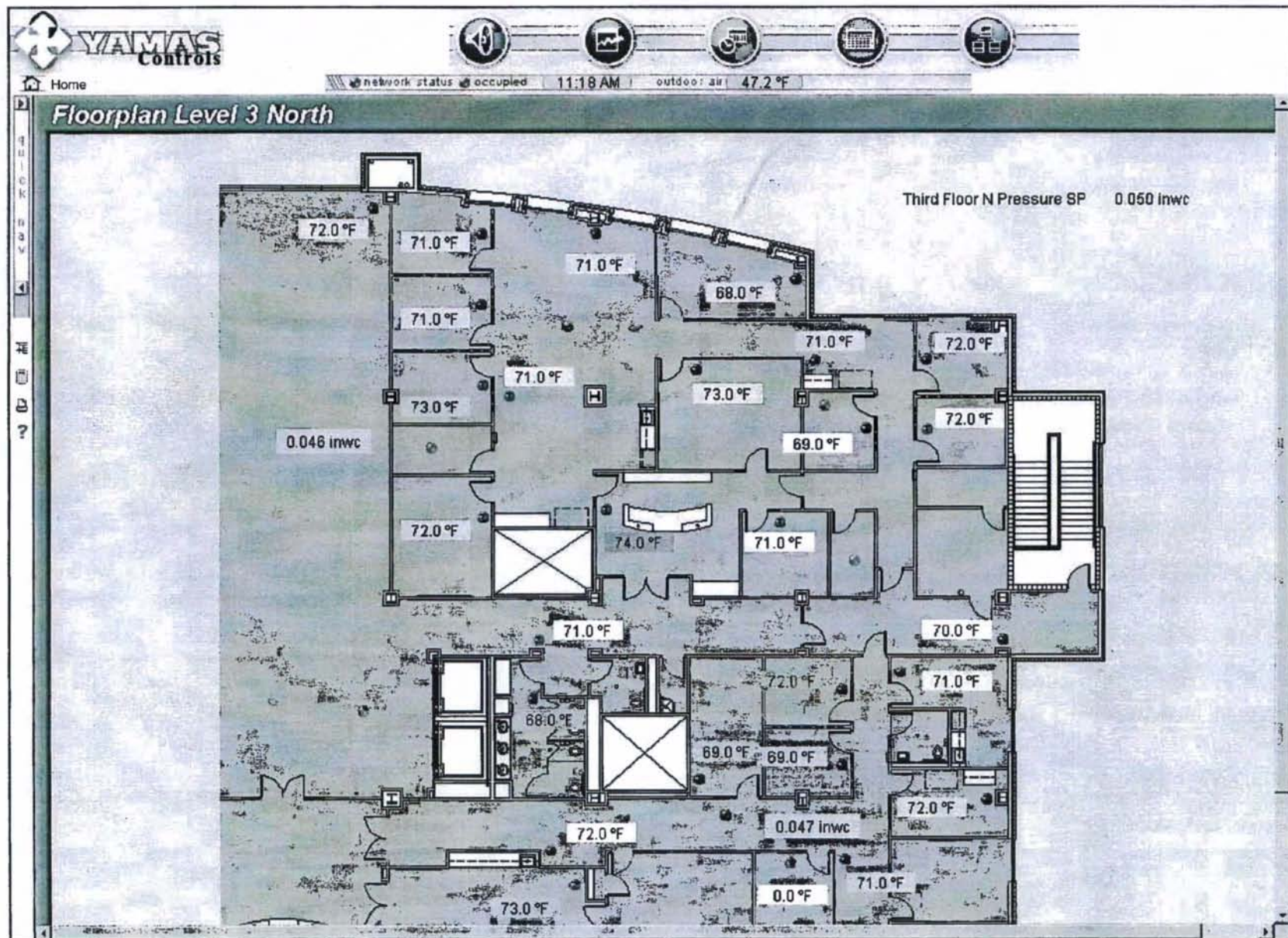


Illustrating the tiles that the owner states are popped up due to pressure in the north vestibule area.

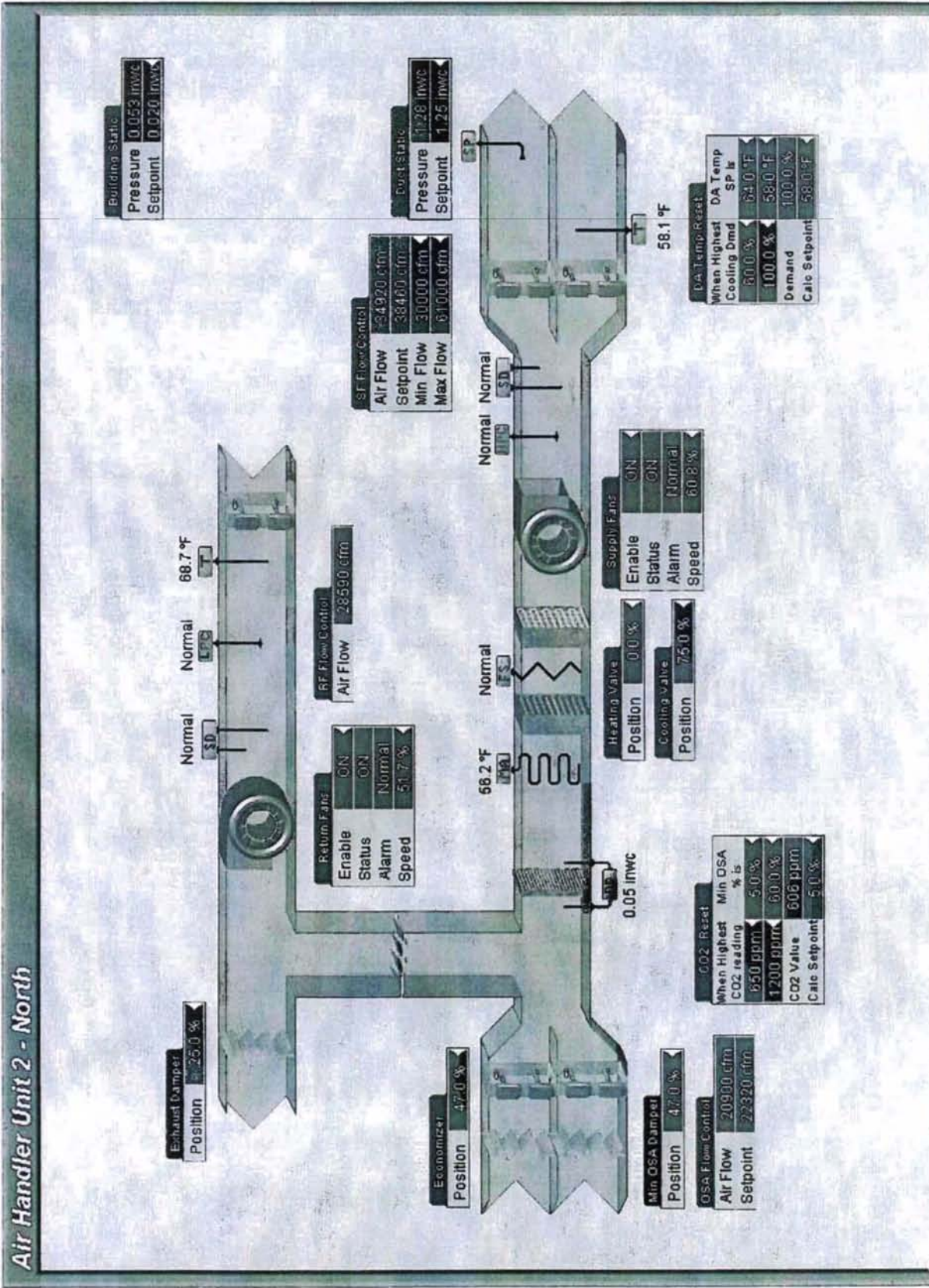
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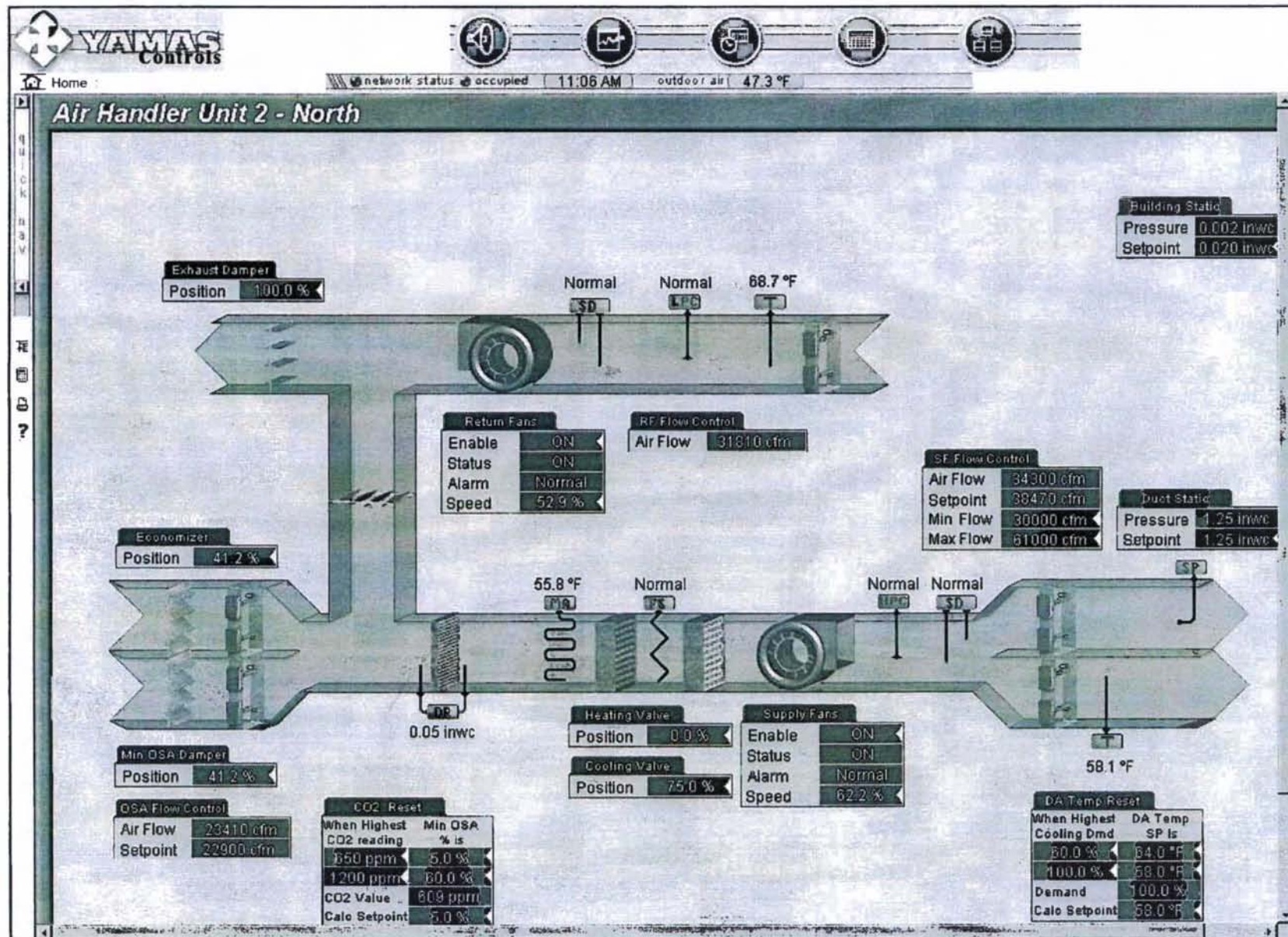


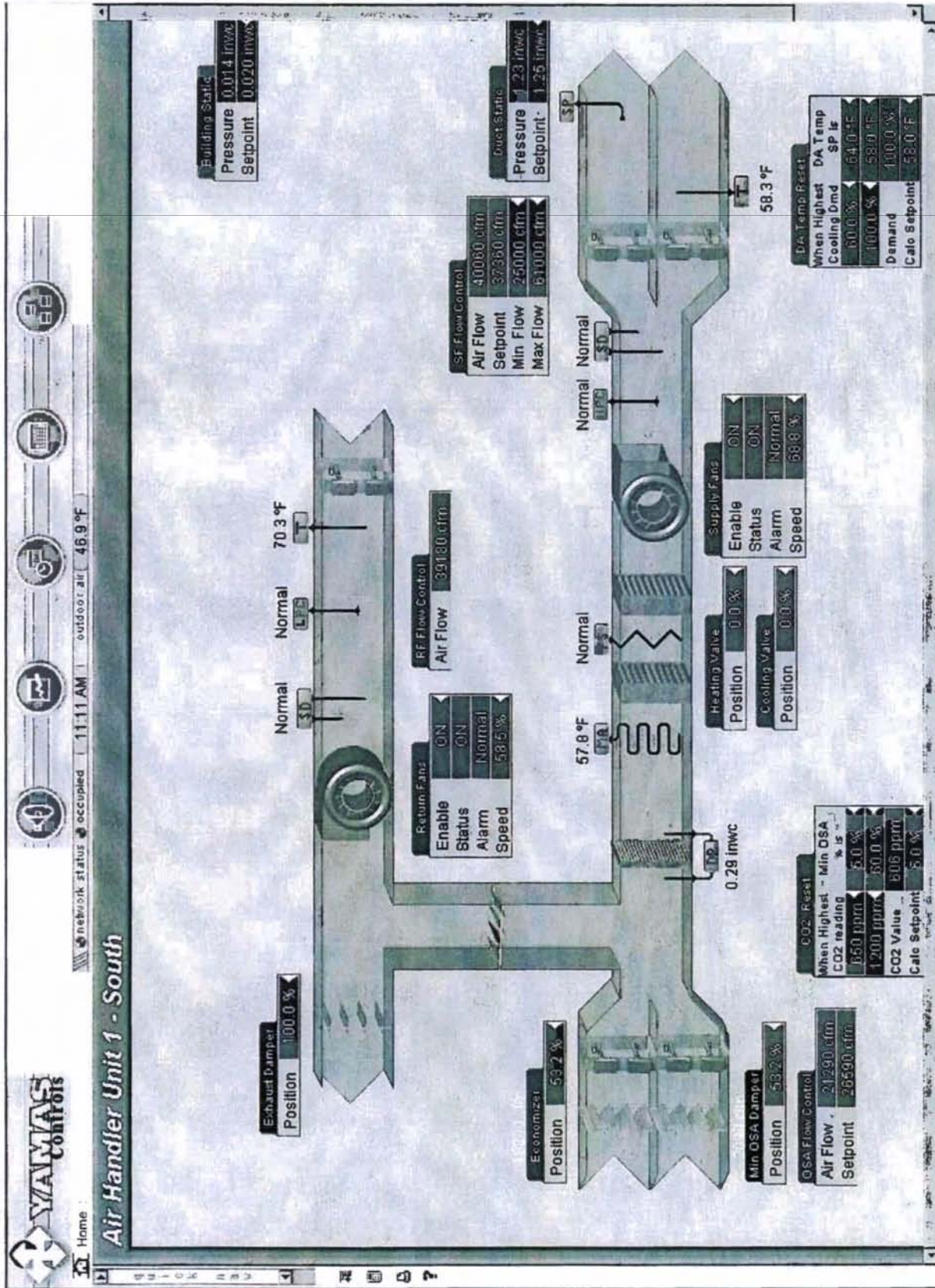


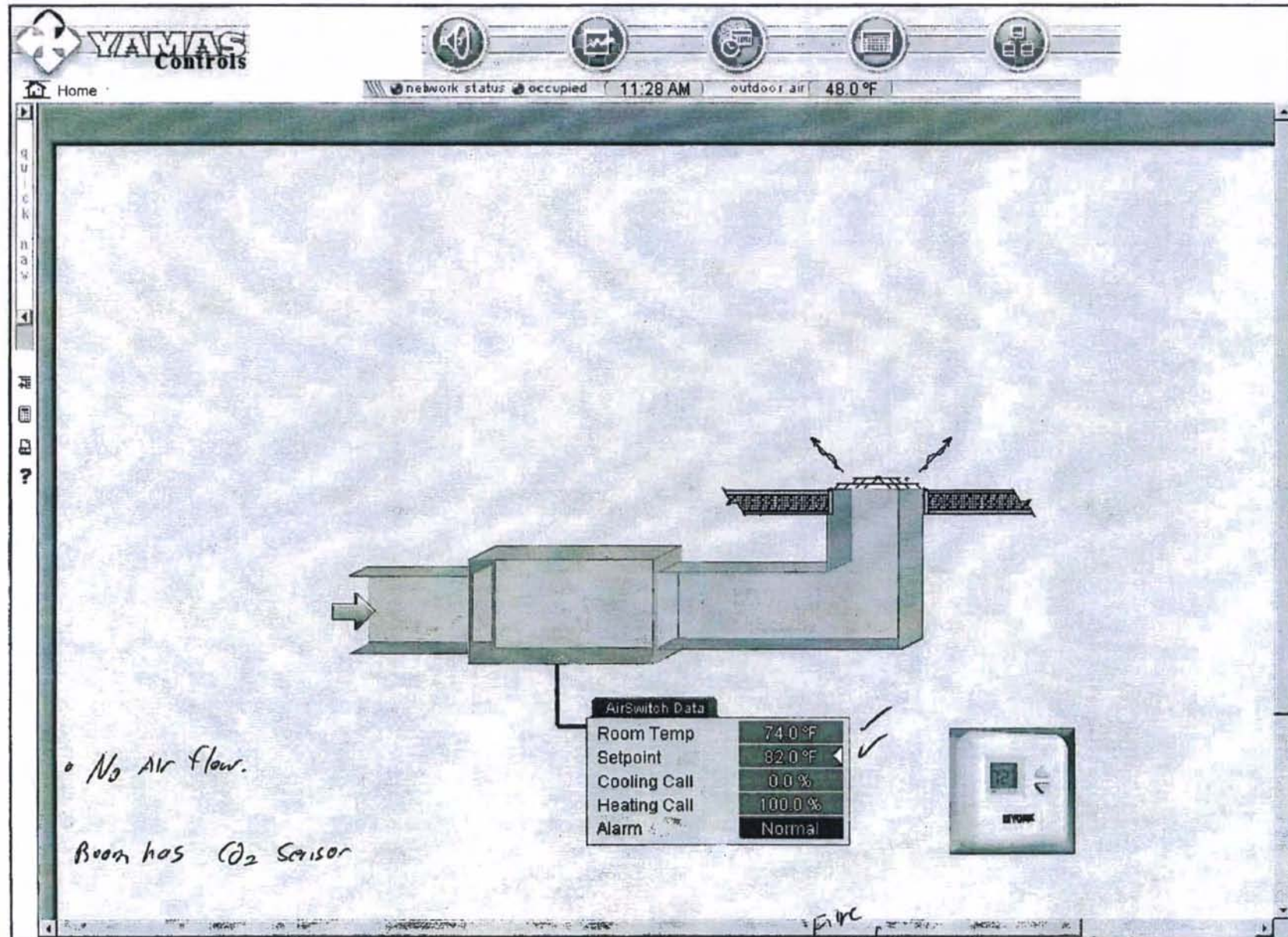


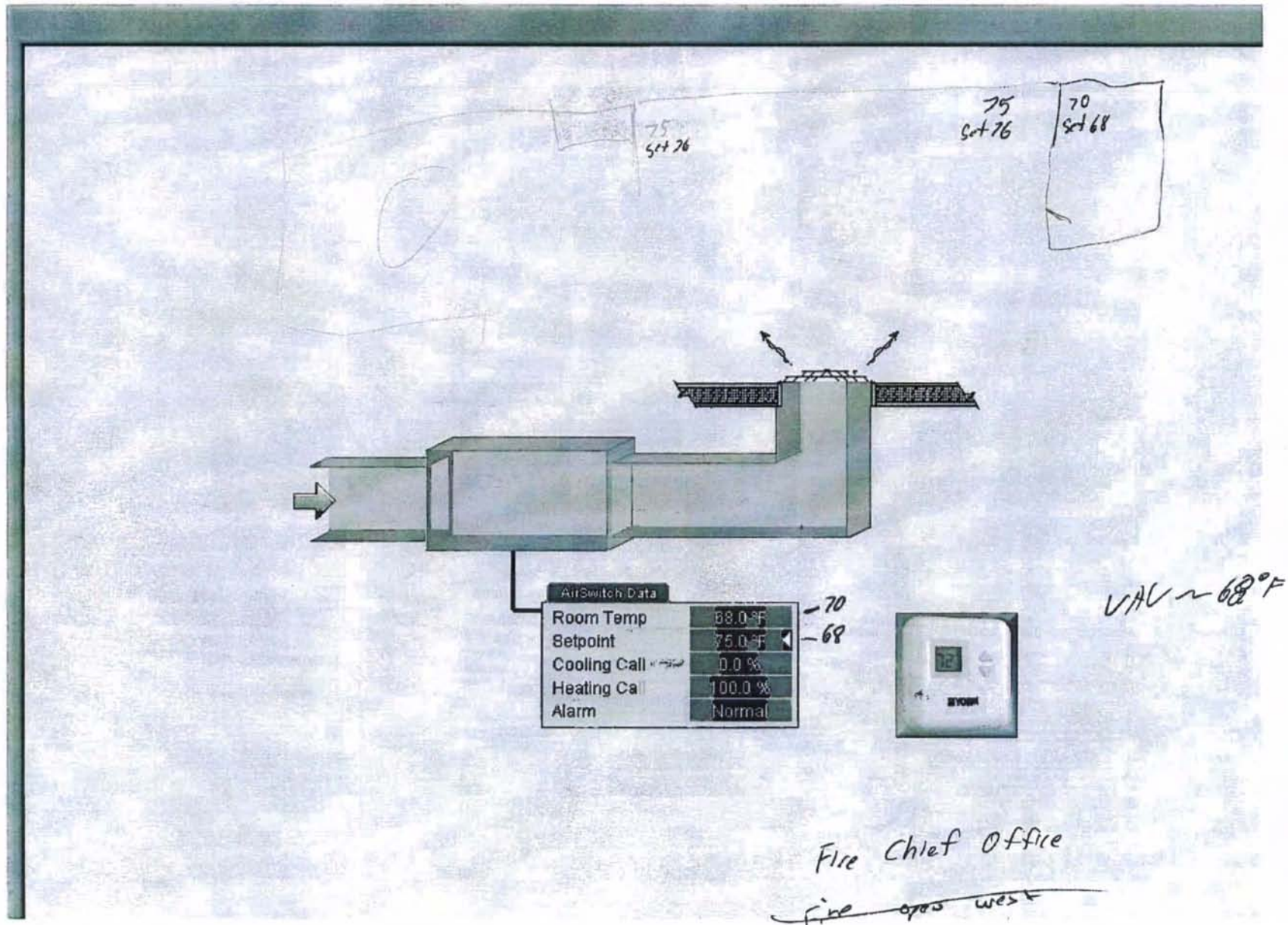
Air Handler Unit 2 - North








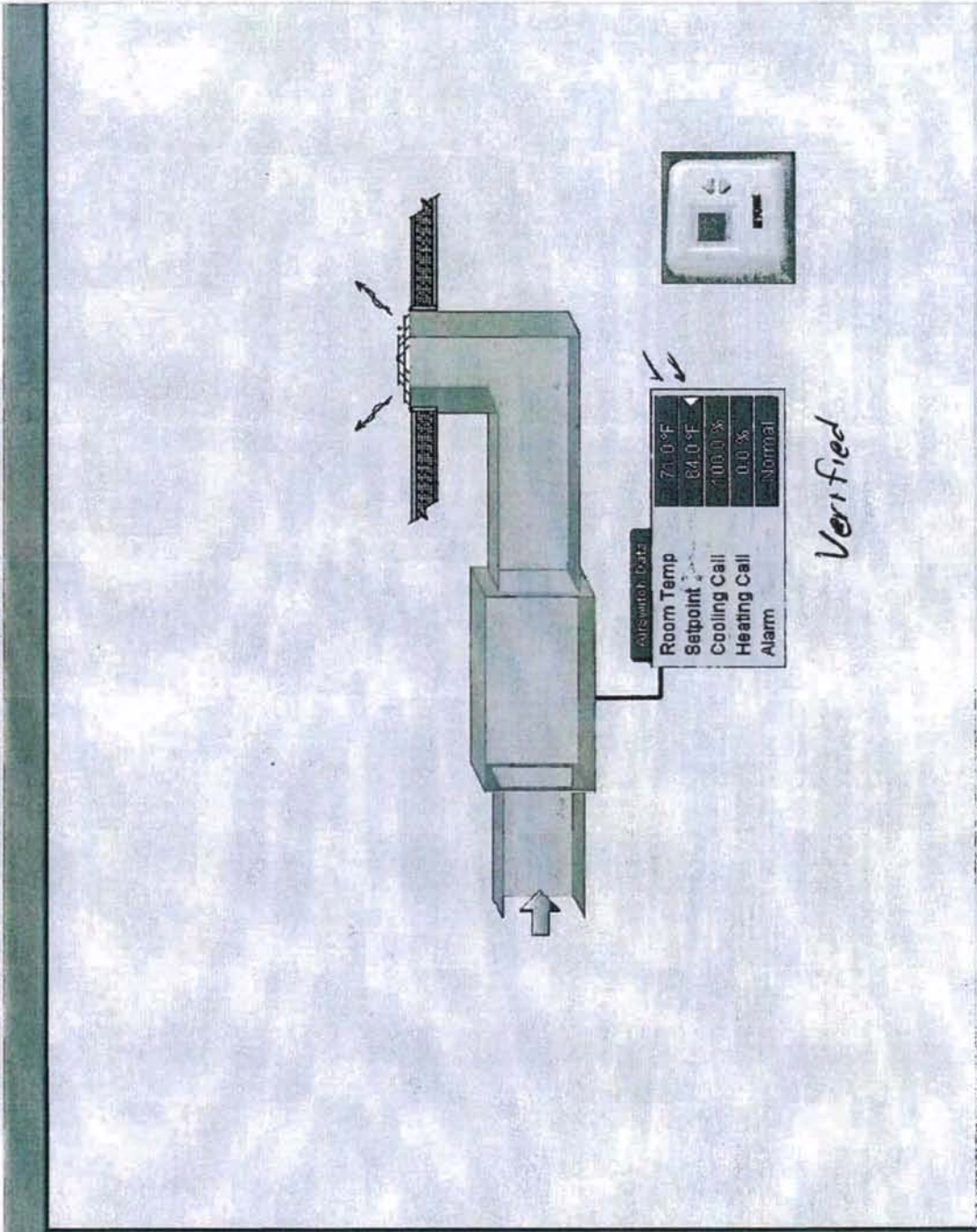


CM110988
004130



Home :
 Meridian City Hall
 • Basement
 • First Floor
 • Second Floor
 • Third Floor
 • Roof / Penthouse
 • Floorplan Details
 • AHU-1
 • AHU-2
 • Boiler System
 • Chiller System
 • Data Aire Units
 • Generator System
 • JI-Box Controllers
 • Alarms

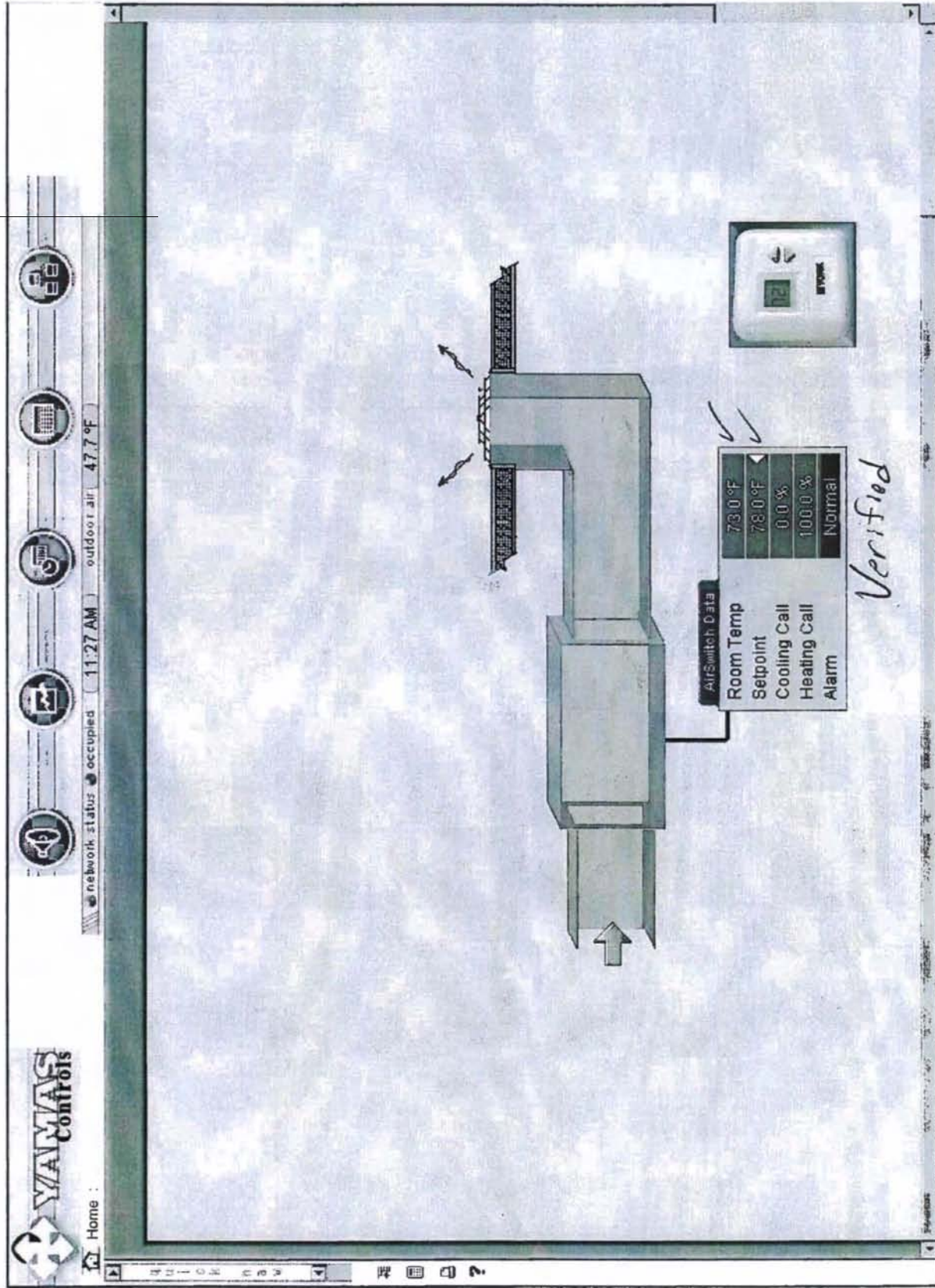
network status occupied 11:26 AM outdoor air 47.5°F



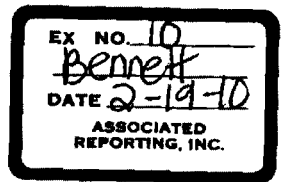
Airswitch Data	
Room Temp	71.0°F
Setpoint	64.0°F
Cooling Call	100.0%
Heating Call	0.0%
Alarm	Normal

Verified

Ferris Area



Planning PCP.



Meridian City Hall
 Meridian, Idaho
 18-Jul-07

Project Cost Summary – January 15, 2007 thru 7-12-07



Fixtures and Equipment		Conceptual Budget Jul-06	20% Estimate 1/16/2007	60% Estimate 2/12/07	Phase II Bids 4/3/2007	Phase III Bids 7/12/2007		
1	Fixtures & Equipment	Not Identified	Not Identified	Not Identified	Not Identified	Not In Totals		
2	Demountable Walls (Options to \$1,163 Million)			\$465,910	\$465,910			
Soft Costs		Conceptual Budget Jul-06	20% Estimate 1/16/2007	60% Estimate 2/12/07	Phase II Bids 4/3/2007	Phase III Bids 7/12/2007		
1	City Fees - Preapplication Meeting							
2	City Fees - Conditional Use							
3	City Fees - Plan Check							
4	City Fees - Bldg Permit							
5	City Fees - Water & Sewer Connection							
6	City Fees - Outside/Specialty Consultant Plan Ck							
7	ACHD Impact Fees							
8	Local Fire Department Review							
9	DEQ Plan Review							
10	Idaho Power							
11	Union Pacific							
12	Advertisement for Bids							
13	Soil and Geotechnical Report							
14	Survey Work (Design)							
15	Bld Document Costs - Reproduction & Postage							
16	Bond Counsel							
17	Bond Rating (Bond Issuance Cost)							
18	Fiscal Agent							
19	Architectural Programming / Schematic Design							
20	Architectural Design Development-Const. Administration							
21	Architectural Reimbursables							
22	Specialty Consultant-Commissioning Engineer							
23	Specialty Consultant-Traffic Study							
24	Specialty Consultant-Misc.							
25	Legal Counsel							
26	Insurance Costs-Builders Risk							
27	Contingency for Soft Costs							
	Total Soft Costs							
Construction, Major & Site Development Costs		Conceptual Budget Jun-06	20% Estimate 1/16/2007	60% Estimate 2/12/07	At Phase II Bids 4/3/2007	At Phase III Bids 7/12/2007	Variance To Budget	Keynotes
1	Bld Phase I - Asbestos & Demolition		\$426,357	\$426,357	\$426,357	\$426,357	\$0	
2	Contaminated Soil Abatement				\$0	\$422,000	-\$422,000	1
2a	Contaminated Soils CM FEE					\$51,658	-\$51,658	2
3	Reimbursables - Construction		\$279,812	\$279,812	\$279,812	\$279,812	\$0	
4	Construction Management Fee		\$574,000	\$574,000	\$574,000	\$574,000	\$0	
	Total CM & Site Acquisition Cost		\$1,280,169	\$1,280,169	\$1,280,169	\$1,753,627	-\$473,658	
Construction Costs		Conceptual Budget Jun-06	20% Estimate 1/16/2007	60% Estimate 2/12/07	Phase II Bids 4/3/2007	Phase III Bids 7/12/2007	Variance To Budget	Keynotes
1	Bld Phase II - Core & Shell		\$6,180,571	\$5,266,791	\$5,836,368	\$5,836,368	\$0	
1a	Phase II General Conditions Budget			\$181,029	\$181,029	\$181,029	\$0	
2	Bld Phase III - MEP's & Tenant Improvement		\$7,196,480	\$6,714,942	\$9,180,852	\$9,331,594	-\$150,742	3.5
2a	Interior Caulking - Budget					\$30,000	-\$30,000	
2b	Phase III General Conditions Budget			\$181,029	\$181,029	\$181,029	\$0	
3	Bld Phase IV - Site & Plaza		\$1,500,000	\$1,500,000	\$1,600,000	\$1,500,000	\$0	
4	Construction Contingency 5%		\$700,000		\$825,861	\$833,368	-\$7,537	
5	LEED Certification Costs					\$205,000	-\$205,000	4
	Value Engineering				-\$800,000	?	\$0	
	Total Construction Cost		\$15,587,051	\$15,481,733	\$16,905,140	\$16,096,420	-\$1,193,279	
Subtotal Project Costs			\$16,867,220	\$16,761,902	\$18,185,309	\$19,852,247	(\$1,666,937)	
TOTAL PROJECT COSTS			\$12,280,000	\$16,867,220	\$17,227,612	\$18,185,309	\$20,457,747	(\$2,272,437)

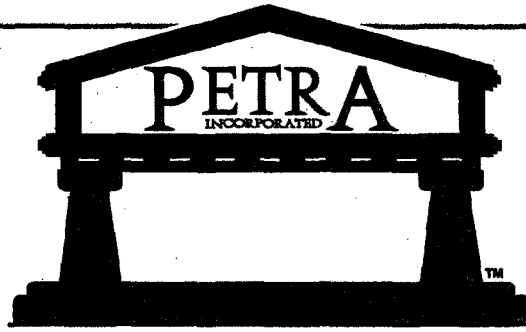
Keynotes:

- Costs to remove contaminated soils, unforeseen in Geotechnical Report.
- CM Fee associated with additional contaminated soils.
- Includes costs to add fixed walls where modular walls were previously shown, stand alone HVAC for IT Server Rooms, Upgraded finishes.
- NTE Costs associated with obtaining full LEED Certification and applying for "Silver Certification."
- Includes \$300,000 in additional cabinet & millwork or 300% more lineal foot that was in the prior design.



CM024235

04133



GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

April 3, 2007

Mr. Ted W. Baird
Deputy City Attorney
City of Meridian
33 East Idaho
Meridian, Idaho 83642

Re: Performance Concerns
New City Hall Project

Dear Ted:

As requested, the following is our response to your concerns outlined in your letter of March 30, 2007. This response is intended to be constructive and informative so that the relationship between Petra and the City of Meridian would remain positive and produce a project all parties can take pride in.

1. Project Staffing and Diligence – Petra has constantly worked to bring the Architect and multiple Owner representatives for the City together in a positive atmosphere. At no time have we shirked responsibility and in fact have gone beyond our scope of services to help the City. Currently Petra has five personnel and support staff working on the Meridian City Hall Project. In response to your specific questions we offer the following:

- a) Irrigation Ditch - The necessity of having the irrigation service operational was identified by Petra last November. Over a month ago, we noted that the delay in design decisions would require a temporary irrigation pipe ahead of the formal bids. During the week of March 26th, the contaminated soil removal to the south was sufficiently defined to allow irrigation line installation. On Monday March 26th Petra presented the temporary irrigation line solution. Petra was not aware that a one week notice for a purchase order would cause frustration on the part of the City. Since that time we have turned the temporary pipe into a permanent installation which will be completed by 4-15-07.

- b) **Topo Surveyor** – In CM contracts the parties responsible for securing a surveyor for topo and boundary survey is the City or the Architect. Once Petra learned that neither the City nor the Architect had secured a surveyor for this design scope of work, Petra began working with the City to solicit pre-qualified bidders for the work. After two weeks of no success in finding a Surveyor that had the time to work this project into their schedule, the City Engineer's office was solicited for additional names of Surveyors under annual contract with the City that the City would consider having work on this project. Four names were provided and a firm was found and retained for the City Hall work to perform the boundary and topo survey as soon as the site was ready with no delay to the project. An acceptable backup firm was in place should the first firm not be able to perform.
- c) **Delay in Bid Documents** - Boiler plate for bid documents consist of the contract (which is produced by the City), and the bid package descriptions. The bid package descriptions are created after the plans and specifications are developed. When asked for the bid packages, the City was provided with the outlines that were created for this project and it was noted at that time that outlines were being provided until the plans and specifications were delivered to Petra by the design team. The design team provided the plans and specs on schedule and the bid packages were updated and submitted to the City approximately one week later, within the project schedule. The bid documents were not delayed.
- d) **Improper Staff Substitution** - The project staff outlined in the construction management services proposal of August 2006 and transferred into the contract language was based on a project start date provided by the City at that time. When the unforeseen conditions of contaminated soil were realized, Petra brought in Jon Anderson. Jon was superintendent on a \$33 Million Tamarack development where he had worked with EPA and IDEQ issues, and is one of a few superintendents in the entire Valley that can manage this unforeseen cleanup to a successful conclusion. The finish foreman will be identified and submitted to the City, when the final schedule is established.

2. **Poor Management of Demolition Contractor** - The Demolition Contractor has received public praise from the Mayor and Council for the work that they performed at over \$80,000 in savings over the next lowest bid. The demolition contractor took precautions to protect the 3 identified well heads by covering them with fill material prior to demolition. The fourth well was not found until after the demolition was complete and there never was a casing above grade at this location. In demolishing concrete / brick structures and falling a 185' chimney, it is reasonable to assume that some surface

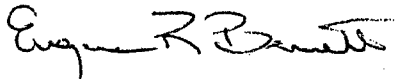
damage will occur in spite of being covered with fill. At the same time, the demolition contractor has some responsibility for the 3 damaged casings. The letter on March 30th is the first time Petra has been notified of the dollar value for the damages incurred and we will handle this with the City's Representative in our weekly production meeting.

3. Improper Management of Contaminated Soil Removal - The sequence of events concerning the contaminated soil issue are as follows:

- a) In January, Terracon drilled an exploratory well for groundwater design which they characterized as containing contaminated soil. They stopped and moved to another location. They ended-up drilling two more wells and pulled water samples from them and had them tested for contamination migration into the ground water, which proved negative. The City was kept notified throughout this process.
- b) Petra contacted MTI, to provide a proposal for dealing with contaminated soils. MTI pulled a sample of dirt tested the contents in their lab for general results and noted that it was mildly contaminated, confirming the Terracon report. Petra then contacted MTI and asked for full labs, identifying the exact contaminants and their handling requirements and made the appropriate recommendations to the City.
- c) With the test results in hand, Petra confirmed with the licensed abatement contractor that a registered landfill in Ada County would take and remediate the contaminated soil and log the removal site with the EPA. The Brownsfield Survey data information number was provided to the landfill for their use. This is how all contaminated materials are required to be handled per the EPA guidelines. Dual notification was also required with IDEQ, and was made by MTI after the initial hauling had begun. MTI filed a work plan and notification with IDEQ who acknowledged that the work would be performed under the existing Brownsfield Survey for the property, that we had correctly documented the removal, transport and deposit of contaminated soils, the EPA had been correctly notified of the project and then thanked us for inviting them to the site and working with them to get all of the paper work in place.
- d) There is not an additional permit required by IDEQ and at no time has the City been at risk for a tremendous environmental liability due to the actions of MTI, Ideal Demolition, or Petra. In fact, the actions of the Petra and Abatement team have gone beyond traditional contractual relationships to insure that every precaution and good practice has been taken to mitigate an unforeseen environmental liability.

In closing, it is Petra's observation that the City's frustration with "communication" and "inordinate amount of time tracking and managing issues" stems from the organizational format setup by the City. Over the past 14 years on previous CM projects that I have worked on, there has been one Owner's representative to work with and to report to. Currently you have that person in Brad Watson. I sincerely believe that Brad, Steve Simmons, and I can bring this project to the successful conclusion desired by all parties.

Sincerely,



Eugene R. Bennett
Construction Manager

Exhibit D

CD in back

NO
AM
FILED
PM
4:48

JUL 08 2010

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.

225 North 9th Street, Suite 820

P.O. Box 1097

Boise, ID 83701

Telephone: (208) 331-1170

Facsimile: (208) 331-1529

J. DAVID NAVARRO, Clerk

By **J. RANDALL**
DEPUTY

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**AFFIDAVIT OF KEITH WATTS DATED
MAY 24, 2010 FILED IN SUPPORT OF
OPPOSITION TO MOTION FOR
SUMMARY JUDGMENT**

State of Idaho)
)ss
County of Ada)

KEITH WATTS, being duly sworn upon oath, deposes and says:

1. I am over the age of 18 and am an employee of the City of Meridian, the Plaintiff in this matter herein.

2. At all times material hereto, I was the City Purchasing Agent.

3. At all times material hereto, both myself, and the City, relied on the Petra's representations as to Petra's honesty, trustworthiness, and in particular, relied upon Petra's interpretations of what should, or should not, be appropriately charged to the City by all Prime Contractors, and by Petra itself.

**AFFIDAVIT OF KEITH WATTS DATED MAY 24, 2010 FILED IN SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT**

Page - 1

004139

4. During the course of the Project, Petra billed for, and the City paid for, items of personal property equipment, including, but not limited to, a scanner and a digital camera, which were apparently used by Petra and kept by Petra and never turned over to the City as the Owner.

5. After the Project was deemed Substantially Complete, and as part of this case, I have now reviewed the Prime Contract and all Change Orders for TMC, Inc.

6. During the course of the Project, I relied exclusively on Petra's alleged superior knowledge of construction management to insure that the City was being appropriately billed by Prime Contractors in accord with the Prime Contracts and the AIA A201 CMA General Conditions.

7. I have now reviewed all TMC, Inc. Change Orders in conjunction with the AIA A201 CMA, and the bid documents, and have determined that no deductive change order or additive change order was submitted by TMC, Inc. to account for the actual cost of winter conditions allowance contained in the TMC, Inc. contract. In effect, due to Petra's failure to manage the TMC contract according to its terms, the I believe the City paid TMC double, or an additional \$40,000.00 for winter conditions Work, which should have been included in the TMC base contract.

8. Petra submitted a Project Schedule to the City on May 9, 2007. A true and correct copy of the Project Schedule submitted on May 9, 2007 is attached as **Exhibit "A"**.

9. The Petra Project Schedule of May 9, 2007, identifies the last activity in the Schedule, to be the "Building Commissioning & Inspection", which was according to the Schedule to be completed on July 31, 2008.

10. Change Order No. 1, was entered into between the City of Meridian and Petra on June 27, 2007, and added one additional month of general conditions costs, but did not increase or nor did it allow for the addition of additional days to the Project Schedule.

11. I have reviewed the City's records and the Project Records. Other than Change Order No. 1 issued to Petra for the unforeseen condition of the removal of contaminated soils,

there was never a document signed by the City and Petra which extended in any fashion, from the time of performance identified in the Project Schedule provided by Petra.

12. Petra's Construction Management Plan ("CMP") was, in part, transmitted on May 19, 2007, and contains the Quality Management Plan which identifies four phases of Work effort by Petra and does not provide in any fashion, for the Project to be completed as a "fast track" project as claimed by Petra. The four phases identified in the CMP are:

The Design Phase
The Preconstruction Phase
The Construction Phase
The Commissioning Phase.

13. Phase Four, or the "Commissioning Phase" of the Quality Management Plan states that Petra shall:

Implement the contract warranty procedure, and address any and all warranty calls from the City in a timely manner to minimize negative impact on the City and to insure proper material and equipment warranties and operation. (emphasis added)

At the end of the one-year builder's warranty, [it will] deliver to the City a binder containing all warranty call back information, results and any warranty extensions or warranty claim documentation.

a. From October 15, 2008 through to February 24, 2009 the City attempted to contact Petra to administer the warranties as stated in the Quality Management Plan. After Petra failed to respond to the City's requests, the City of Meridian began contacting Prime Contractors to perform warranty work. At no time did the City modify the CMA or the CMP, by written agreement with Petra, to assume responsibility for the administration of warranty issues. To the contrary, Petra failed and refused to address warranty calls from the City for obviously defective work.

b. As of the date of this Affidavit, neither I nor the City has received a binder that contains "all warranty call back information, results and any warranty extensions or warranty claim documentation."

14. At no time was I identified, in writing by the City, as the Owner's Representative for the Project under the terms of the CMA. I did act as a "point of informational contact" for the receipt of and distribution of information from Petra. Attached hereto is **Exhibit "B"** is a true and correct copy of Petra's meeting minutes dated April 9, 2007. These meeting minutes identify without question, that a "point of contact" is different than "Authorized Representative". Petra specifically identifies me as merely a point of contact. In the meeting minutes dated May 2, 2007, Petra identifies Petra employees Jon Anderson, Adam Johnson and Wes Bertis as "Points of Contact" for Petra. Attached hereto as **Exhibit "C"** is a true and correct copy of the May 2, 2007 meeting minutes.

15. At no time was the Construction Management Agreement modified, and Gene R. Bennett and Wesley Bertis, Jr. were named as the Construction Manager's "authorized representative".

16. At no time did Petra seek, nor did the City, by way of City Council vote in accordance with Idaho law, a designation of myself as an individual with the authority to acquire goods or services on behalf of the City for the City Hall Project.

17. At no time was the CMA modified, in writing, during the course of the Project, excepting for Change Order No. 1, which was executed by all parties. The City issued Change Order No. 2, for LEED, signed by the City, but Petra has not signed it although Petra has been paid in full in accord with the terms of the Change Order and the CMA; The City also issued Purchase Orders for Change Order No. 1 and No. 2 (LEED), and Petra billed against each.

18. At no time did I hold myself out to Petra as having any authority to spend City funds and at all times pertinent to this case, by my observation of Petra and our day to day interaction with

Gene Bennett and Tom Coughlin, I personally knew that Petra understood that all spending by the City required a vote of the City Council.

19. At no time did Petra ask the City to adopt a "budget" for the Project as Petra uses that term in the pleadings in this case.

20. At no time did Petra provide the City with a "Preliminary Price Estimate" nor a "Final Price Estimate" as required by the CMA;

21. At no time did Petra provide the City with a written review of the City's "Owner's Criteria" as required by the CMA;

22. Petra did however, fraudulently represent to the City that it had completed 100% of each of the task sets required by the CMA in order to ask for and receive payment of the Construction Manager's Fee at various intervals in the Project;

23. At all times I relied on Petra to be honest, and to act as a fiduciary to the City in the preparation and presentation of Pay Applications. Only after the Project was deemed Substantially Complete by Petra on October 15, 2008, did I begin to understand that Petra had significantly and improperly been billing the City for money.

24. Although Petra represented that it had obtained approval of the General Conditions it was billing pursuant to the CMA, the fact is that Petra never formally submitted for City decision making. Despite their failure to do so, the City did issue a Purchase Order for each of the Phase II and Phase III General Conditions in the amount specified and represented by Petra as the full amount in the sum of \$181,029.00, for each phase.

25. More importantly, during the course of the Project, Tom Coughlin and/or Wes Bettis continued to change the method of presenting pay applications and I now believe that the changes in the method of presenting the pay applications was to enable Petra to receive more money in payment than Petra was entitled to under the CMA.

26. Petra, by way of Gene Bennett the Petra Project Manager, represented to me that all of the major components for the entire Project had been properly included in each bid package before each bid package was distributed for public bidding as required by the Idaho Code.

27. Petra, by way of Gene Bennett and Wes Bettis, presented the City with an allowance of \$205,000 for all LEED related Work required for LEED Certification on the Project. Petra represented to the City that the amount of \$205,000 would cover any and all costs associated with Petra's Work on the LEED Certification and that cost would be a complete and total cost for the LEED Work. Petra has been paid in full for the LEED Work on the Project and is owed nothing for that Work. I have reviewed the City Council meeting records for August 14, 2007 and attached hereto as **Exhibit "D"** at Bates No. CM018218, is the relevant segment of the record of that meeting in which Mr. Bettis made the forgoing express representations regarding the cost of the LEED certification.

28. I have never had any authority from the City of Meridian, at any time material hereto, to authorize or spend any City money in any fashion other than that required by Idaho State law as it applies to municipal entities and at no time, did I ever represent to Petra or anyone else that I held such authority. I was never appointed as the designated or authorized representative of the City. To the contrary, Petra, through Gene Bennett, in a letter dated April 3, 2007, requested a single point of contact for informational purposes only. Mr. Brad Watson was identified in Mr. Bennett's letter as the person acting as the City's representative. I have searched the City records and find no authorization from the City Council, in any form, designating an Owner's Representative for the City Hall Project.

29. I filled the role as a point of contact for informational purposes, as requested by Petra, but never represented to Petra, Mr. Bennett, or Mr. Coughlin that I was a designated or authorized representative of the City under the Construction Management Agreement. A true and

correct copy of Mr. Bennett's letter of April 3, 2007 is attached hereto as **Exhibit "E"**, and incorporated herein by reference as though fully set forth herein.

30. At no time material hereto, did Petra ever seek from me, a written modification with respect to any term of the CMA dated August 1, 2006.

31. I have reviewed all of the Pay Applications received by the City from Petra. I have also reviewed every form G702 that have been produced by Petra in the discovery in this case.

32. I have identified 13 of the 30 Pay Applications submitted by Petra, do not contain any Architects Certificate for Payment as required. Contrary to the assertions made by Petra, LCA, as the Architect has never "signed off on the Project", nor did they sign off on every pay application submitted by Petra, as was required by the AIA A201 CMA, Article 4, Section 4.6.8. Attached hereto as **Exhibit "G"** are AIA Document G702-1992, which are Petra's Application and Certificate for Payment which were kept and maintained in the City's files. Attached hereto as **Exhibit "H"** are AIA Document G702-1992, what are Petra's Application and Certificate for Payment which were kept and maintained by Petra and produced in this matter.

33. At present, the City has overpaid Petra and owes it no money. The City has never 'approved for payment' and in fact has rejected Petra's Claim for payment of the sum of \$126,030.04 claimed by Petra. In fact, Petra has wholly failed to document, as required by the CMA any amount that might be due to it, identified by claimed 'change'.

34. Likewise, the City has never approved, and in fact has rejected Petra's Claim for payment in its requested Change Order No. 2.

35. At present, the City is diligently working on determining the amount of overpayment which was paid to Petra and for which the City will seek reimbursement as part of its damage claim.

36. The City has paid Petra, in full, for its services. The City has paid all of the agreed upon construction manager fee of \$831,502.45 that was billed to the City. This amount is comprised

of the initial contract amount of \$574,000, plus Change Order No. 1 for unsuitable soils in the amount of \$52,502.45 and Change Order No. 2 for LEED Certification in the amount of \$205,000.00. In addition, Petra has been paid \$278,812.02 for reimbursable expenses.

37. Petra represented that the General Conditions Reimbursable for each of Phase II and Phase III work would be the sum of \$181,029.00. Petra was paid in the amount of \$334,058.37 for Phase II, leaving an overpaid balance of \$153,029.37. Petra was paid \$190,366.89 for Phase III General Conditions, leaving an overpaid balance of \$9,337.89.

38. At present, the City continues to deal with major building issues including but not limited to:

- a. Roof Leakage which has occurred with nearly every major weather event since October of 2008;
- b. Significant water leakage into the fire riser room;
- c. Extreme water leakage and water damage to the City Water Features;
- d. Defects in Plaza construction, concrete, walkways, and settling;
- e. Defects in the exterior masonry of the building;
- f. Defective function of the chiller unit;
- g. Defective function of the HVAC system as a whole.

39. To my knowledge the City Council was presented, and approved, only one single design for the Meridian City Hall Project. If Petra claims there were substantial and material changes, then Petra made changes without notification or obtaining approval from the City Council.

40. When entering into contracts for the construction of the Project, the City relied exclusively on the representations of Petra as its construction manager advisor, in theory, acting in the best interests of the City. In fact Petra wrote the contracts utilizing the City's boiler plate and Petra's specifications and scope of work.

41. Petra, during the course of the Project, attempted to create new billing categories in Pay Applications with which the City disagreed and which were never part of the CMA or the Construction Management Plan ("CMP"). As a result, in order to accurately track the costs as against the pay categories which the City had approved, the City instructed Petra to follow the CMP

**AFFIDAVIT OF KEITH WATTS DATED MAY 24, 2010 FILED IN SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT**

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and bill against General Conditions. The City now knows that Petra overbilled and the City overpaid for those General Conditions, entitling the City to reimbursement from Petra. I continually told Tom Coughlin of Petra that Petra only had \$181,029 for each phase II and phase III against which to bill in pay applications.

42. On October 6, 2008 the City received a quote from Petra for construction management services for the East Parking Lot. Upon review, I advised Mr. Bennett of Petra that the City could not agree to 5% fee stated in the quote. Petra never provided any quote or estimate of General Conditions and that issue was never discussed with me nor the City Council. In December of 2008, I issued a Purchase Order for \$22,842 as the total for construction management services for the East Parking lot. I personally asked Gene Bennett if the Petra fees for construction management would be capped at \$25,000.00 and he agreed.

43. Attached hereto as **Exhibit "F"** is a true and correct copy of the modified October 6, 2008 fee for the construction management services for the East Parking Lot. It does not include any fees for General Conditions as no General Conditions were ever proposed, or accepted by the City.

44. The City has paid Petra, in full, \$25,000 for construction management fees, and a total of \$30,621 which includes all costs billed by Petra for construction management services for the East Parking lot.

45. Petra's failure to provide the City with a budget for the City Hall Project made it practically impossible to manage the financial controls for the Project. Petra only provided the City with cost estimates for fixed costs from opened bids.

46. Based upon my review of the Project Documents, at no time was the City asked to approve a budget for the Project by Petra. At all times, Petra simply presented costs or contracts to

the City for consideration while no formal budgeting process was completed by Petra prior to the bidding of work segments on the Project.

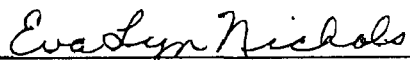
47. I have reviewed the claimed undisputed facts filed by Petra in support of its motion for summary judgment. Petra's use of the term "budget" in that pleading is simply false. Petra never prepared a Preliminary Price Estimate or a Final Price Estimate from which any increases can be measured. In fact, as Petra attempted to manage the design process for bidding purposes, once the bid packages were sent out the design did not change, and from that point forward there was simply an accumulation of costs resulting from bidding.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

By: 
Keith Watts

Subscribed and sworn to before me this 24th day of May, 2010.




Notary Public, State of Idaho
Residing at: Canyon Co., ID
My commission expires: 4-24-12

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of July, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

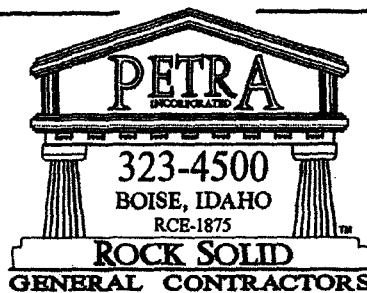
Hand Delivered
U.S. Mail
Fax
Email

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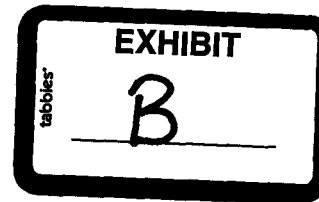


Kim J. Trout

City Hall Construction Schedule 01-23-07 Ver 1.1



MEETING MINUTES
No. 00021



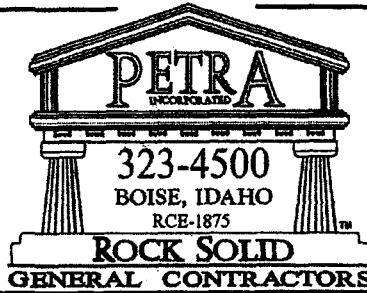
1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT TITLE: Meridian City Hall
LOCATION: Mayor's Conference Rm

MEETING DATE: 4/9/2007
SUBJECT: Mayor's Building Committee

ATTENDED	INITIALS	ATTENDEE NAME	COMPANY NAME
Y	AJ	Adam Johnson	Petra Incorporated
N	AS	Arthur J. Stevens	Petra Incorporated
N	BN	Bill Nary	City of Meridian
Y	BDW	Brad Watson	City of Meridian
Y	GB	Gene Bennett	Petra Incorporated
Y	JF	Jerry Frank	Petra Incorporated
Y	JA	Jon Anderson	Petra Incorporated
Y	KTB	Keith Bird	City of Meridian
Y	KWT	Keith Watts	City of Meridian
Y	STS	Steve Simmons	LCA Architects, PA
Y	TDW	Tammy de Weerd	City of Meridian
Y	TDB	Ted Baird	City of Meridian
Y	WB	Wes Bettis	Petra Incorporated
Y	WBG	Will Berg	City of Meridian

ITEM	STATUS	STARTED	DUE	BALL IN COURT
00001	OPN	1/12/2007	3/12/2007	PETRA WB
Contaminated soils update. 4,800 cubic yards removed from site to date. Additional spots of contamination are still being explored. Final quantities of contaminated soil have not yet been confirmed.				
00002	OPN	3/12/2007		CITYMER KWT
Irrigation Update. Blue Rock has completed a majority of the piping through the site. Irrigation boxes will be formed up and ready for concrete. John has specified 6,000 PSI concrete for maximum accelerated curing, and installed rebar on 16" centers, and work will be complete prior to water flow from the Irrigation District.				
00003	OPN	3/15/2007		LOMARC STS
MTI has taken water samples from three test points to the north of contaminated soils spot. ACHD will require water testing which can only be preformed by a testing facility in Denver, CO. and will need approximately 10 days for analysis and results.				
00004	OPN	3/19/2007		LOMARC STS
LCA to change or modify plaza designs that utilize the re-used brick. After design, calculate how many bricks will be retained for plaza structure. 4/2, 700 sq feet of bricks will be needed for the Plaza structure. LCA to still collect number of brick from Hatch Mueller needed for landscape seating. 4-9-07: 2,200 sq feet of stone will be needed for the plaza seating and steps, and approximately 700 sq. ft. of brick will be needed for the small out building. For a total of 2,900 sq feet, or approximately 26,000 brick.				
00005	OPN	3/19/2007		LOMARC STS
Current basement design is 2-3 feet into groundwater table. Per Elk Mountain's report, verbal approval has been granted from all water authorities, but formal approval will still need to follow after formal application process. Water will not be accepted unless clean. Testing will be required prior to application process. Application processes can range from 30-60 days depending on the authority. 4-2-07 Elk Mountain is still on hold for dewatering design and approvals, pending decision from City Council. 4-9-07: GeoTech released to do additional testing and design to handle projected ground, and surface water. Stratta to research water analysis will change of building elevation, and design pumping and dewatering system.				
00006	OPN	3/19/2007		CITYMER TDW
Steve, LCA distribute and discusses 4 viable options for handling ground water and basement designs. 1. Leave project as designed and peruse approvals from the respective agencies for dewatering. 2. Delete the basement, redraw building and re-evaluate costs and schedule impacts. 3. Raise the building above ground water levels, decreasing the amount of dewatering, and allowing the project to proceed at the current pace. 4. Delete the basement and plan for a future forth floor and re-evaluate costs and schedule impacts. Overall opinion would to investigate and recommend option #3, with final decision to be made by City Council at next session. 4-9-07: Still pending Councils decision to raise basement elevation and proceed. Building Committee to provide additional information for Councils review at tomorrows meeting.				



MEETING MINUTES

No. 00021

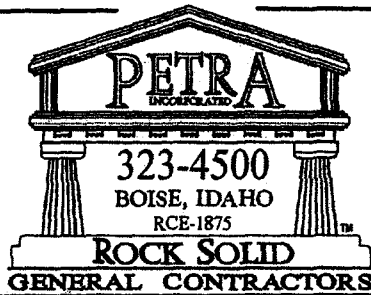
1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

ITEM	STATUS	STARTED	DUE	BALL IN COURT
00007	OPN		PETRA	WB
Bidding update. Bid Date April 3rd, 2:00. Only Addendums for this package will be Addendum A, and Addendum B. Bid opening will be in City Council Chamber at 2:00 p.m. 4-9-07: Bids have been opened, and quantified, will be reviewed at next City Council Meeting Tuesday night. Keith and Wes to finalize 'Conditional Notice of Award' that will then be distributed to winning parties prior to contract release.				
00008	OPN		LOMARC	STS
Value Engineering Update: Gene has meet with TMC Masonry and will meet with Rule Steel, and assemble a list of items that could lower bid costs.				
00009	NEW		PETRA	AJ
General Housekeeping: City has reviewed T.I plans, and LCA is working on drawing revisions. City has approved color scheme for the building. -Next bid package will target release the first of May. -Keith Watts will be the primary point of contact for Petra. Budget overview: -Project is currently valued at 16 million. -Keith had questions in regards to Cubical and furniture. Will get modular information from Steve, LCA.				
00010	OPN			
Next Meeting April 23, 2007, 8:15a.m. Production meeting this afternoon, 1:30 @ Meridian Building Department.				

Prepared By: Petra Incorporated

Dated: 11/4/2009

Expedition e



MEETING MINUTES
No. 00028

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT TITLE: Meridian City Hall

MEETING DATE: 5/2/2007

LOCATION: Jobsite Trailer

SUBJECT: Pre Construction Meeting 5/2/07

ATTENDED	INITIALS	ATTENDEE NAME	COMPANY NAME
Y	AJ	Adam Johnson	Petra Incorporated
Y	BB	Bill Byerly	Rule Steel
Y	DS	Donnie Smith	Foundations, LLC
Y	GB	Gene Bennett	Petra Incorporated
Y	JA	Jon Anderson	Petra Incorporated
Y	KTB	Keith Bird	City of Meridian
Y	KWT	Keith Watts	City of Meridian
Y	MW	Michelle Waltz	TMC Inc.
Y	MA	Mike Apostolou	MD's Backhoe
Y	MD	Mike Devaney	Seal Co.
Y	PS	Pete Skow	Schindler Elevator Corp.
Y	RP	Randy Pierce	American Walkover
Y	SM	Sheldon Morgan	Custom Glass
Y	SJ	Stewart Jensen	Architectural Building Supply
Y	TD	Ted Davis	Western Roofing
N	WB	Wes Bettis	Petra Incorporated

ITEM	STATUS	STARTED	DUE	BALL IN COURT
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00001 NEW

Contracts: Contract will be distributed in today's meeting. Please return signed contracts no later than noon, Monday May 7, 2007 with all Bonding and Certificates of Insurance in place. Please return signed contracts no later than noon, Monday May 7, 2007.

00002 NEW

Schedule overview. Attached you will find a schedule overview for Meridian City Hall. Note the start dates and completion dates of each task.

00003 NEW

Submittal Update. Steel, concrete, and elevator submittals have been submitted. Please note that submittals must be sent to Petra, reviewed, and approved by the Architect prior to commencement of work. Send all submittals to Jon or Adam as soon as possible.

00004 NEW

Weekly Production Meeting will be held each Tuesday at 10:00. Each trade will need to send a representative to this meeting.

00005 NEW

Pay Applications. Payment applications are due on the 25th, for projected work thru the 1st, and will be paid by the 25th of the following month.

Payment applications need to be submitted to: Petra, Inc.
1097 N Rosario Street, Meridian, ID 83642.

00006 NEW

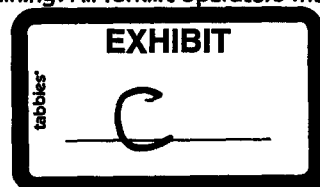
Contact Information. Please fill out a contact sheet for our records. Include an on site contact with a cellular phone number.

00007 NEW

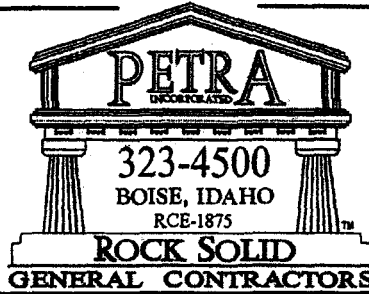
Site Safety. Company Safety Plans to be in the jobsite trailer. If you don't have a safety plan to Jon, please do so. Also, please have any corresponding MSDS sheets with your safety Manual.

00008 NEW

Jobsite Rules. Hard Hats, and safety vests and/or bright colored clothing are required. Each trade must submit (1) one person as their certified OSHA 10 hour competent individual. A copy of their card will be submitted to Jon in the jobsite office. All individuals using ladders and or scaffolding have to show documentation of training. All forklift operators must have operator cards on file with the jobsite office.



PETRA 94460
064159



MEETING MINUTES
No. 00028

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

ITEM	STATUS	STARTED	DUE	BALL IN COURT
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00009	NEW			
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Site Access. There will be a controlled and safe gates for access. Controlled gate for potential picketers. All subs to coordinate off site parking for all employees on site.

00010	NEW			
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Points of Contact:

Field -- Jon Anderson 860-7516

Field/Office -- Adam Johnson 493-2729

Field/Office -- Wes Bettis 493-2729

Prepared By: Petra Incorporated

Dated: 11/4/2009

Expedition •

Meridian City Pre- Council Meeting

August 14, 2007

The Meridian City Council meeting was called to order at 6:00 P.M. on Tuesday, August 14, 2007 by Mayor Tammy de Weerd.

Members Present: Mayor Tammy de Weerd, Keith Bird, David Zaremba, Charlie Rountree and Joe Borton.

Staff Present: Bill Nary, Matt Ellsworth, Anna Canning, Keith Watts, Joe Silva, Bob Stowe, and Will Berg.

Item 1. Roll-call Attendance:

Roll call.

<u> X </u> David Zaremba	<u> X </u> Joe Borton
<u> X </u> Charlie Rountree	<u> X </u> Keith Bird
<u> X </u> Mayor Tammy de Weerd	

Item 2. Follow Up on LEED Program Proposal for New City Hall Building by Petra, Inc.:

Borton: Item number two is the follow-up and decisions on the LEED certification program, follow-up for the new City Hall and I'll turn it over to Wes Bettis to continue the discussion from last week.

Bettis: Council President Borton, Mayor de Weerd, City Council Members, and City staff, for the record my name is Wesley Bettis, construction manager with Petra, Inc., 1097 North Rosario, here in Meridian, 83642. Tonight we are going to continue our discussion. Mostly we're here to take your questions and find out what you need to know to understand LEED better as best we can share with you. With us this evening we have Russ Moorehead from LCA, as your architect of record, to address any of the design issues. And we have a special guest in the person of Dave Logan with Ada County to give us some first-person information based on his experiences developing LEED buildings with Ada County. First, for the record, Councilman Bird, I would like to make note that there is some very tall gray steel sticking up out of the hole today.

Bird: Hallelujah. Appreciate that.

Bettis: Secondly, it's important to note that in our current design no changes need to be made to this building to make it a LEED building. The energy efficiency, the components that were utilized in this design process are the most



cost-effective and the most efficient in this application and therefore there is no additional cost in the material, design, or construction of the building. We're merely talking about does the City want to have a certification and at what level for this energy and environmentally-friendly building? With that, I will turn it over to Russ Moorehead and let him take it from there.

Moorehead: Thanks, Wes. Madame Mayor, City Council Members, Russ Moorehead, LCA Architects, 1221 Shoreline Lane. I'm here basically just to again answer any questions and, as Wes pointed out, the design has all the components in there for a sustainable and green building. It's just at this point we need to have direction as to whether we're going for the certification process and what level of potential certification that might be. With us today we invited Dave Logan with Ada County Operations, who can address to you from a building owners' perspective. He currently has three LEED certified buildings. One silver, two certified, and several in the works as Operations Manager for Ada County through that county. So I'd like to introduce Dave Logan with Ada County Operations and let him address the Council from a building owner's standpoint.

Logan: Thank you. Good evening. My name is Dave Logan. I live at 9200 Lyle, Boise, Idaho, and I'm the Operations Director for Ada County. And where would you like me to start? It's one of my favorite topics - - green buildings. And I like to refer to them as high performance buildings. Green buildings I don't think do it great justice in describing the buildings that we're building. High performance is a much better term. But where would you like me to start?

Borton: Mr. Bird.

Bird: Dave, what I would like, and I think the Council's - - give us some idea of the pros and cons. And I know there's very few cons. Mostly pros in having a highly efficient building like the Courthouse or your other buildings that you're doing. That's what I'd like. And, you know, is the dollar tradeoff worth it?

Logan: Well, I think so. And, you know, I'd like to, as we all know, that the initial cost of the building is only a fraction of what we'll really truly spend on this facility or the lifespan of the building. It's less than 10%. And so how we operate it and the standards that we set on what we build it out of and how we operate it will really kind of set the tone of where you're going to spend your money in the future. And we know that high performance buildings will operate 25 to 30% cheaper over time while producing a much more efficient environment for your employees to work in. I really think you're going to like the fact that you have an indoor air quality plan because it's kind of part of the process that you'll go through. You'll establish policies for operating your building day one, the day you move into it. You're going to have that indoor air quality plan that you can show

your employees, that you're protecting their environment. You're also going to have policies on chemical use and I was there one time. I felt, as Director of Maintenance at Ada County, that we had a really good indoor air quality plan and really good policy on chemical use. Well, I found out different. You know, LEED sets the standard so high that this is an opportunity for you to regulate, to keep hazardous materials out of your building and protect the environment and for the people that are working in your building and for the people that come to the building to do business. It gives, LEED will be, a template over time for your maintenance people in how to operate the building. Nine months after you operate your building you're going to be applying for Energy Star certification. I know that, your engineer knows that, and your LEED people. LEED is going to put you in the position to do that and hit Energy Star certification every year that you operate the building. And it just lines you up with that. Some day, well, let me go on and tell you that you're going to have an alternate transportation program with the LEED certification. Your LEED certified professional is going to help you develop that plan and kind of put it in place and you'll be able to track how many people take advantage of alternate transportation that come to your building and that also work in your building. You're going to know what's happening to your storm water. Where's it go? And how to treat it and is it done properly? And your maintenance people are going to know how to deal with that. I thought again I had a handle on maintenance and a handle on policies that we set for our buildings but when we went through the LEED process and the scorecard we started establishing new standards that were above and beyond what we were doing. And doing it once is really good. And right now, like Russ said, we're doing it building after building. But we also have buildings and projects that we don't do LEED certification but we have the trained personnel and the policies of the programs that we're able to implement and put it into the buildings that we don't use and they may or may not ever see a giant remodel or major alteration to the building. But we implement the programs. We have the trained people to understand it and it's a benefit to all our buildings. I can rattle on about LEED for quite some time, but go ahead.

Borton: I got a couple questions. One, a quick one to Keith Watts. My recollection is that we had decided and approved money for at least the LEED certification, not at any level. I think that was the \$80,000 figure. Is that correct?

Watts: Yes, we've already done that (inaudible). (Inaudible) contractor meeting for Gary to come in to do the commission, the LEED Commission Project.

Borton: So does that mean that, I thought the decision isn't whether or not we're going to go LEED certified, it's whether or not we're going to choose to go for a higher level.

Watts: I believe that is correct.

Borton: Yeah, we're all on the same page.

Watts: The building is designed to be certified. We're thinking it will be LEED certified with the building as it is. For it to be an additional level, you'll have to help me out for now. (Inaudible). You have that handy? (Inaudible). Monday morning.

Bettis: Council, President Borton. It's a little more difficult than just to look at it as a single cost item. And that's why we asked to come before you and talk about the LEED certification process as a total aspect to the building. Cost-wise the Council approved the \$80,000 for Herry International to provide commissioning for the HVAC and electrical systems which also applies to the LEED criteria. It is one of the criteria that must be met for LEED certification. As we began looking further into the LEED certification process we discovered that indeed this building met the minimum criteria for LEED with very minimal additional information. That cost to get to the certified level we've asked for, primarily for the purposes of documenting this information, basically sorting the trash and documenting how much material comes into the building and how much goes out in recyclables of an allowance not to exceed \$45,000. In addition, we ask for an additional \$5,000 to fund, again an allowance item, to fund a publication for the innovation in the design process that would guarantee another LEED point which would allow us to have a level of confidence that we could achieve certification for LEED at that level.

Watts: Which is just a straight LEED certification, correct, Wes?

Bettis: Which is just a straight LEED certification.

Bird: But Wes, what we have right now. We've got points but we don't have a guarantee of a LEED building. At \$80,000 all that did was give us a certificate. I mean, I realize there's two of us sitting up here that thought that did give us a LEED building but it didn't. I mean, we've got points towards it, and we might have it without this extra stuff. But it's no guarantee that we will have it for this, what we got to already. I thought it did but it doesn't. And I think we all did.

Bettis: Council President Borton, Councilman Bird, you are correct. One of the prerequisite requirements for LEED certification is complete commissioning of the HVAC and electrical systems. This is also an aspect that you would want to have occurred anyway as a part of your building operations start-up so that you make sure all systems are balanced and working correctly. We have the advantage of also making this part of the LEED process in this application.

Watts: And I don't speak for LCA directly but they have agreed to also do all their documentation at no additional charge which they in fact thought Herry was doing that as well and they are not doing that. So LCA will be doing that division of documentation without any additional charge.

Bird: Joe, Mr. President, I'm sorry. Wes, when here a couple, three weeks ago you gave us the original and if I added it up, the top dollar to get this to him - - do you know which - -?

Borton: Silver.

Bird: Silver was about \$205,000. We figured maybe we could get it down to \$185,000 am I not right? I forgot to bring that paper that had it on it.

Bettis: Council President Borton? Councilman Bird, you are correct. The handout included the total that added up to \$205,000 which included the allowances that I have reviewed here this evening which include the \$45,000 allowance to document and sort the trash and recyclables, a \$5,000 allowance for funding the publication, \$10,000 for modeling the HVAC system which is critical in determining some of the indoor care quality points that are available through LEED and then a \$40,000 allowance for finding and developing an alternate water source, nonpotable, for the irrigation and the water features. And if we look at the low end of that plus the, I'm sorry, I left out the \$105,000, which is the complete documentation allowance for the LEED application which is essentially a fulltime person following around the installing contractors and the Herry commissioning people documenting every step of the way and filling out the application forms for LEED certification. Those add up to \$205,000. That's at the high end. We believe we can do it for maybe as little as \$185,000.

Bird: Mr. Bettis, if I could. David, Dave, would you, on \$205,000 expenditure, how much, how long do you think it would take for the payback? I know we've done, on the high performance class, when it first came out in the 1980's, it was four or five years to pay for the high performance class in heating and air conditioning. But if you go to a Platinum building or stuff, how long do you think the energy savings, it would take to pay back yourself at \$205,000, plus having a better building, a better environmental building for your people? Do you have any idea, Dave?

Logan: Well, I don't have enough information to be able to find out what kind of solutions they're looking at in the HVAC. What they're going to do is put some options together on HVAC efficiency and pick the one that'll give them the best payback. And they'll probably present these items to you as, like the option for

the water supply. They're going to submit them to you and you'll be able to pick one because they're probably not going to be cheap. Well, they may be cheap. And they need to look at the payback at that time. Part of their job is to sell these energy efficiency issues to you and provide that payback to you for you to make a decision. The paperwork is staggering. There is a lot. The USGBC does not hand out these ratings. You know, likely, a lot of times you'll submit one, two, three times. And I even was rejected one time on the third time and I appealed and I got it on the fourth. For a lousy credit. But you do, you go after the credits. But by the time you're done you really have a great understanding of how you got there. It's actually a process that you follow through. Probably I would guess that the amount of material that you'll have to pass on to your maintenance people and the next generation of people that are sitting here is going to be staggering. The volumes of information on the type of building you built and the decisions that you made as you went along and why you made them. You'll actually have volumes of it and it'll be these guys' job to put that together and submit that to the USGBC and provide you copies afterwards. They have a steep road ahead of them to do it. I believe like they're saying that certification is readily achievable. You don't have to go through every point out there. I'm happy with certification if it's easily - -. You have to evaluate these costs to see if it's worth going the extra points. And I missed Silver by one point. And I'm not going any further. I'm not paying another dime. Because the payback wasn't there. If I'm right, you know, are you guys saying you'll provide them the option to say yea or nay on some things?

Watts: I believe they've done some of those.

Borton: I'll address your question with a question. And I left a message for Steve this morning and so you can be in the hot seat for us along that - -. And I kind of asked him before, either to you or to Wes, and I might be the dumbest guy in the room on LEED certification. I read like crazy on it and the thing that I think I need to see to understand if we're going to go for a Silver certification and the high end is 38 points, will it be helpful for me in reviewing the criteria that you guys have provided is to see the action plan of which specific 38 items you're suggesting we go to, the action plan on how each of those is going to be accomplished and maybe there's some sort of eco-charrette where we sit down and go through each one of those. I have concern that this is unreasonable only because it doesn't really show a whole lot of capital expense. You know, the vast majority of it's documentation, and then when I look at the list, there's a lot of actual hard expenses to meet some of those criteria so I might not get it. But that would be so helpful for me to see you guys say, oh, do you want to be Silver? We're going to go for 38 points. Here's the criteria for those 38 and here's the specific action plan of how each of those points are obtained. That's my confusion.

Logan: Councilman Borton, if I'm understanding this right, and I know I'm on the hot seat right here. The cost that you're paying, the cost for certification, manage, and document material waste at \$45,000. That is managing, documenting, separating, and making sure the subcontractors manage it, which helps the landfill. So you're recycling as much materials. Funding a publication for innovative design process helps us get one point with an allowance of \$5,000, which will get us to the certification level. The rest of this, fund and develop a nonpotable water source. If we do that, and they would certainly bring the numbers to you if they haven't already been developed. But that's going to save you water cost even though you provide your own water through the City sewer. It does save water and if you were a private entity that would save you cost by having that for water efficiencies. The other two items, funding the HVAC modeling and higher indoor air quality efficiency rating at \$10,000. Correct me if I'm wrong, Wes, but that is basically running a modeling for documentation to the US Green Building Council that in fact we have achieved indoor air quality certification in levels that are expected for a Silver certification. It's basically documentation. It's the cost to document all of that. Same thing, the allowance for application documenting. As Dave pointed out, there is a ton of paperwork to do. And that's an allowance to get the paperwork, the documentation, to submit it to the US Green Building Council which then certifies it. In fact, we have designed an energy or high efficiency building. I'm not sure if I answered your question.

Borton: No, the question when I look back on the sheet is, are we able today to check boxes so to speak and say - -.

Bettis: If we can check boxes - -.

Borton: Which specific ones? Each of the 38?

De Weerd: Mr. Chairman, Mr. President. I guess what it comes down to for me is one, it's important that we're building a sustainable and efficient building. With assurances to our employees that it is important to us that their air quality is good and a lot of things that David stated. What I'm not necessarily interested in is spending a lot of money just to document, if it doesn't make any sense. I mean if certification is what we're trying to achieve and that is reasonable to acquire within a reasonable price, but to spend a lot of money in documentation that isn't necessary to gain one more point. That doesn't make sense to me. Because you're only throwing money at it to get the point. If we already have the points because we hired an architect, LCA, and a consultant to make sure what we are going to build is sustainable and efficient and pays attention to the whole premise of why you want a LEED certified building, that's what I'm interested in. But I

don't need to buy extra points that we're not going to need. We just want to do the right thing. So can you separate out the points that are already there because of design and because they're meeting the goal of sustainability, efficiency, and health.? And tell us what we need to do to get certification to show that we're doing that. But I don't need to buy extra points. I won't do it in my mortgage and I'm not really interested in doing it here so - -. Does that make sense?

Watts: Madame Mayor? Council Members, to try and clarify, the hold on the cost. I'll need Wes to confirm but I believe we started out at \$205,000 was an estimated cost to attain Silver. And I believe presented to us on Monday morning it would be, through Value Engineering, a \$105,000 savings to go strictly just for LEED and I wish I could confirm that but I believe that's where we are, just to get certified.

Bettis: Council President Borton, Council: That is correct. That is what we presented. And to take it one step further if I could, and I apologize because I realize that we have these Mayor's Building Committee meetings every other Monday and we discuss this in detail at times but that is not discussed with the entire council. So my apologies. There is a checklist which I believe we included in the book. It's part of LEED. And part of our analysis in bringing this information for you was to sit down with all of the consultants and go through this. All these consultants are LEED experienced. They've worked on LEED projects. They have a good feel for what is achievable and what is not, based on their design. Through the sustainable sites, there are 14 points available. We believe we have nine points right now. There are three other points that are possibly achievable that we would need to look at further. Additional cost involved there, none from the City's standpoint, other than our time working on this. One of those items is an alternative transportation plan which we would need the City to buy into either through ordinance or through proclamation. Under the water efficiency, there are five points available. We believe we can achieve two with the current design. There are potentially two more points available to us. Maybe achievable. One of those is the development of the alternative water source for the irrigation and the water features that are to be included in this project in the Community Plaza. That has a cost associated with it because that source is not available on the site at this time. That is either through a shallow, non-potable well in exchange for surface water rights or to use during the season of your seasonal surface water rights from the irrigation district. Is there a cost involved with those? There is some. And that would be reflected in the irrigation and the water plan for the site plaza. Under Energy and Atmosphere, there are 17 points available. We believe we can achieve five with the current design. Part of that has to do with the way the building is oriented and the limitations we had with the site that we started with and the more traditional design to optimize the space

and optimize your construction dollars. So we aren't getting a whole lot of points there but we are picking up the commissioning for the HVAC and electrical control systems. Under Materials and Resources, there are 13 points available. We believe we have four at this time. There's an additional point available if we can show that we have material reuse within the building, that is recycled materials equaling at least 5% of those specified materials. We believe that we have that with our acoustical ceiling tiles. They're loam but would require additional analysis. Big item is the indoor environmental quality. Fifteen points available. Right now we believe we have 13. The HVAC modeling, which is an additional cost of \$10,000, will spell out if we can pick up the additional points but also be the crux of our defense for our certification application and provide information back to you, the Council, on the cost of operating this building as designed versus a more traditional design. Under the Innovation Design Process, there are five points available. We only show one right as achievable because this project has been designed by LEED accredited professionals. However, there is an additional point available with the publication which we call "Gary Christensen's Blow Your Own Horn" publication to advertise that you are indeed a LEED building and meet the highest of standards for energy and environmental design and concern. Based on that information, we believe we have between 29 and 33 points right now in our design that are achievable. Will we get those? We don't know at this point. But we believe we have a certified building. That's why we decided to bring this forward to the Committee and discuss it in more detail and why it has been brought forward to the Council for your discussion. To achieve Silver, you just need 33 points. If we can pick up even one or two points and we get the full 33 that we believe are achievable now, we are comfortably in the Silver range. Can we guarantee that? No, unfortunately. But we do have a good basis to start from.

Borton: Wes, for me that's awesome information. I appreciate you providing that and the patience in my trying to get some of that information. That totals 34 on my list, which is great.

Bettis: Plus or minus. (Inaudible).

Logan: I need to run so I just wanted to say thank you for letting me come here and kind of ramble about LEED. I would like to say that your decision was so wise to do the building commissioning. That effort alone is going to help you bring that project in on time. It's going to help you bring it at 100% operational when you expect to move in. And it's going to provide a lot of information for your maintenance people on how to operate the building. It's really good and it gives you LEED points. It sounds reasonable, the numbers that they're presenting to you for certification. And it is a big job. But anyway, I commend you for your efforts. And I thank you for letting me come here today.

Zaremba: I do have a question for Logan. Other people have gone ahead of me but - -. Part of what we're discussing is process. I think we're all in favor of the high efficiency building and we want to go for that and we want to let the community know we're going for that. Part of what we're discussing is how much do we want to pay just to get a plaque on the side of the building? And I feel we need to advertise it but what we're discussing is not whether or not we're going to have a high efficiency building but how we're going to document that in order to prove that we've got it. And my question for you really is as you have done several of these, have you found, it would seem to be, there must be software out there. If we are in our bid process telling suppliers that they need to supply certain equipment, telling builders that they need to build it in a certain way, telling operators that we're going to have a plan for operating them in an efficient way. That work is already being done and what scares me is spending \$200,000 to prove that we're doing that work when in fact it's already on paper somewhere. Isn't there some software that can say we're doing all of this, this is how it puts it together, and we don't have to reinvent all the documentation?

Logan: Well, in a way there is documentation. And your LEED professional is going to kind of lead you through that but you'll find that it's - - there are things that you have to do as an organization. They can't do it for you. It's kind of like that indoor air quality plan that they were talking about. They can create one, suggest it to you, but you'll have to evaluate that and decide if you're going to implement it in your building and pass an ordinance or the resolution in adopting it. You'll have several of those plans and you'll have other issues that you'll have to do and somebody will have to step up from the City and say okay, we're going to uphold the City's end of the process and kind of participate along with it. There'll be things that you have to do and every project is tailor-made to the building and the community that you're in. Every single one. And to a point, there are now templates that they follow and they'll do that for you and walk you through that and do the documentation. There are some things that you'll have to do unfortunately and somebody will have to kind of take charge for you and do that work. You know, maybe Len will do that for you, you know, I don't know but it's quite a bit. Also this is a way of life. This is an operating philosophy. You can't put --. You can't buy it and put it on the wall. And it doesn't work that way. This is a program and a process of, it's a way you do business. It's high performance maintenance and operation of your building. It's high performance construction and it's high performance government at its best. And it does work. And you'll see, you can read articles today across the country where people have built high performance buildings and go grab that plaque and put it up on the wall and then walk away. And they find their buildings never perform the way they thought they were going to. This is a partnership. And negotiate, negotiate, negotiate. If you don't like \$200,000, come back to amend a different dollar

amount. If you don't like \$100,000, come back with them. Negotiate this thing down and find out who's going to do the documentation. Who's responsible for it? Are you going to do it - - Phil? Or Russ? Because it's a big job.

Borton: Thank you very much.

Logan: Thank you.

Rountree: Probably a question for Wes. There's no question in my mind that we want to pursue this high performance building and certification. Whether or not we want to spend the money to get the higher level, that's for all of us to decide but I hear things like, well, there's no guarantee and it's documentation and you have somebody looking over somebody's shoulder to see if something's done and points are going to be based on model and assumed model results. To me all of this is based on somebody else's performance besides ours. And quite frankly it's your performance in terms of how well you've overseen these activities. And for instance, if in the HVAC model we know we're going to get 13 points and the model says so and we turn it on and it doesn't work. And lo and behold, a square widget is in the system where an oval one should be and we've paid the freight. We've accepted the building. We've assumed we're going to get certification but now we don't get the points. We don't have a system that works that's going to cost an unknown amount of dollars to get it to work not only to have the high efficiency system but to get the points for the certification so to me, I appreciate that we have a building designed that's pretty nearly certifiable as long as it's built according to the specifications. If we're paying another \$200,000 to have somebody else look over somebody else's shoulders, and there's no guarantee that they're going to look over that shoulder well enough to make sure the high performance is going to result and there's no guaranty to us that they're going to do it in such a way as we can get the points then to me it's kind of a - - you know - - it's like rolling the dice.

Logan: Councilman Rountree, I certainly understand where you're coming from. Certainly if a round widget was supposed to be used and a rectangular widget was installed that's when we typically point the finger at the design team and say, hey, you messed up. No, that's not correct. If it is specified with a round widget and a triangular widget is put in place, it's no cost to the City to get that round widget back.

Rountree: I understand that.

Logan: It's the responsibility of your project team, that is your construction manager, your design team to make sure that with those construction professionals that we have out there that you get the project you're paying for

and then some. The certification process in and of itself is separate from the building and the building performance. It is, for lack of a better term, simply documentation that you've set the standard for all buildings to follow. In my mind anyway. And the reason we're asking for the additional cost to process this documentation is as we sat down with LCA and we looked at the process necessary and LCA realized that Herry was not including the lead documentation for the commissioning. That they were stepping up to take care of it. We looked at our contract, at the total project from where it began to this point and said, you know, we want this to be right by the City but we can't do it at our current contract. We will cut it to the bare bones but we want to be able to help you deliver the product you want.

Watts: Madame Mayor, Council Members: Just to try to put it in simplistic terms, I believe that the LEED process has nothing to do with overseeing the construction of the building. It is simply to document what was built, correct Wes?

Bettis: Partially correct, Mr. Watts.

Rountree: That doesn't sound correct to me.

Bettis: Council President Borton, Councilman Rountree: Part of the process that is involved in documenting is where ever we have a plenum between rigid walls that comes down to the hard deck floor. It has to be caulked in place for the LEED certification because we have to ensure an airtight plenum. Is this required for the specification? No, not really. For the LEED certification, absolutely. So we have to have somebody observe that, take a photograph of that, document what gridline that occurs on, and fill out the application form that goes with that documentation and goes into that binder. For every one of the ducts that get installed, the supply clamps that are installed in the floor before they go to the pressurized floor system, those ducts have to be sealed until they are hooked up to the final distribution box. That again has to be documented, photos taken, entered into the application form, and then documented again when it is unsealed and hooked into the system. The US Green Building Council reviews the plans of specifications and then they go through the application and confirm that every step along the way we follow those plans, those specifications and the additional criteria that they establish for a green building. That is where the true cost to being the babysitters for that aspect of it, as Councilman Bird called it in one of our meetings, really comes in to play.

Watts: So it does include that additional caulking, it's not just the documentation (inaudible) that includes that extra work as well?

Bettis: No, that's written into the specs, Mr. Watts. The caulking is part of the insulation process. It's not required by code but it is part of the building process.

Watts: And is it a part of our cost that we've bid out to date?

Bettis: Yes, sir.

Watts: Okay, so I think that clarified it for me. Thanks.

Borton: Thank you, Wes.

Bird: Let me ask a question, Wes. And I was under the impression on this job that we were probably getting tapes of everything that's going up. Most construction management jobs that I've been on this size have continually all the mechanical, electrical, structural, taped as they are put on - - what do you call them now - - digital cameras that you all visual - - go around and take it. Is this being done on a daily basis or a weekly basis?

Bettis: Council President Borton, Councilman Bird, we are taking the normal to excessive number of photographs, digital. We are keeping those in an orderly format for the job progress as is dictated by our contract as part of our documentation and we are sharing those with the City. Those are being passed along on a weekly basis to both Mr. Berg and to Mr. Watts for the City record.

Bird: And this, are those kind of records, Wes, help with the LEED certification? Like are they something that we could use as proof?

Bettis: Council President Borton, Councilman Bird: Yes, for much of the information we could be able to use some of this historical documentation and that would help offset against the allowance that we've asked for so we wouldn't have to spend as much allowance. It's the more specific items such as sealing each of the ducts versus the weekly photograph showing where we have sealed ducts that comes into play as the difference in cost

Bird: So as I understand it, to be guaranteed of our LEED certification, just the LEED certification, is another \$50,000.

Bettis: Council President Borton, Councilman Bird - -

(End of tape).

Bettis: Guaranteed to attempt to achieve - - too many years working for an attorney, sir. We want to achieve those points and we believe we can achieve them. Can we guarantee them? No, we can not.

Bird: That was a wrong word, Wes. But it is - - . So the \$50,000 we are pretty positive will get us the LEED certification.

Bettis; Correct.

Bird: I've got, if I could, one other question. On the HVAC for \$10,000 we get better interior air quality and this might be Russ or yourself, that to me is kind of an extra that would be nice but should be a necessity. With the way the air quality and stuff is beginning to become in this valley. I mean, we've had, I get daily and all of you guys get daily air quality reports and this summer's been bad. Am I not right? Can this system for \$10,000 get us that interior air quality better?

Bettis: Council President Borton, Councilman Bird, and Russ, I'll let you step in and add anything you want. The indoor environmental quality is one of the key issues not only in terms of LEED but in my mind as well from my perspective, being in the construction industry for over 30 years now. There's a minimum indoor air quality performance that must be met as a prerequisite. The HVAC modeling allows us to take a deeper look at the system and to see what little tweaks we can make to the performance of how the different motors operate, how the different fans are operating in sequence, the variable speed drives, the frequency drives are operating. Trying to achieve 30% greater than what is required by Ashray or recommended by Ashray as a standard for the industry for increased ventilation to improve and continue to improve that indoor air quality.

Borton: Council, we've got one item on the agenda so we need to have a discussion and get some direction and I'll be brief and throw my thought out first on LEED certification. Hearing all the information, my sense is to go forward with the Silver certification. Understanding of this, I hear the word guaranteed even though he doesn't want to use the word guaranteed. I'm going to treat it as the word guaranteed. (Inaudible). I understand it is about a \$200,000 expense and I'm sensitive. One, I want the documentation (inaudible) assures some of these elements get done and as difficult as a meat grinder process as this might be, I would like to see us go through it before we subject the developers that are going to follow. Again, with whom we take a lead on this issue. If it's a horrible, difficult process maybe we ought to experience it firsthand before we subject private developers in the future to go through it so - -. It's a risk that I think is worthwhile for us to go forward.

Bird: Mr. President.

Borton: Mr. Bird.

Bird: I thought all along that I'd like to go for Silver. I think you give the reason whether or not we're going to ask private developers to be LEED certified (inaudible) efficient buildings. I think we should take the lead. And I'll be truthful the money we spend I would say that within five years we will recoup it and then more. Our next generation of employees will thank us for doing it. I firmly believe that. And our taxpayers also.

Zaremba: Mr. President.

Borton: Mr. Zaremba.

Zaremba: I'm strongly in favor of high energy buildings or high efficiency buildings. I agree that we need to take the lead on that. I do think that it's fair that we take the extra step even at some expense to prove to developers that we wish to influence and our own public and our employees who will use the building that we are taking these steps so I also support the LEED certification. I'm sorry that I didn't come in on this at the beginning so I've missed some of the discussion. I'd be interested in discussing what it would cost to go even farther than that. There are other levels above that and I don't know whether there's been discussion of cost versus benefit on making the roof out of solar panels. I don't know if there's been discussion about capturing rainwater in a tank so that one, it's never runoff and two, it can be used in the irrigation system. I don't know if the discussions have been had unfortunately because I came into it late but there are a lot of things that could be done so let me just say if we are at the stage where we're discussing Silver and we think that what we're already doing is enough points, I certainly support that, and it may be too late for a discussion of whether we could go even farther or pad ourselves with extra points so that we know we get it. I'm in favor of proving to the world that we're serious about this and I think it needs to be certified.

Borton: Councilman Rountree.

Rountree: Mr. Borton, I've all along supported the idea of certification. The levels of certification kind of rolled in as it looked like we were going to certify and then maybe be able to do something better than just certification in the multiple levels that are available. I get a little concerned about having to spend money to document what it is you're doing. Basically you're trying to buy trust. But I also appreciate the idea that Meridian's kind of taking the leading edge on sustainable buildings and we are trying to be leaders in the community as far as development

and future direction in the City and for that reason and that reason alone I would support the effort. But I still would have to say I really get irritated about the cost of an application.

De Weerd: Ditto.

Borton: Agreed. I wouldn't feel so comfortable if we didn't have a guarantee.

Rountree: Yeah, the guarantee is a concern. (Inaudible).

Borton: Do we need a motion to approve going forward with the Silver LEED certification?

Bettis: Yes, Mr. President, I think that probably would be appropriate.

Watts: I need approval to enter a change order.

Bird: Mr. President, I would move that we entertain a motion to direct the change order not to exceed \$205,000 for Silver certification on a new City Hall building.

Rountree: Second.

Borton: It's been moved and seconded to approve the additional \$205,000 change order.

Bird: Not to exceed.

Borton: Not to exceed, excuse me, for the Silver LEED certification. Mr. Berg, role call.

Berg: Thank you, Mr. President. Council role call, vote. Bird.

Bird: Aye.

Berg: Rountree.

Rountree: Aye.

Berg: Zaremba.

Zaremba: Aye.

Berg: Borton.

Borton: Aye.

FOUR AYES. MOTION CARRIED.

Borton: Thank you very much. Russ and Dave left. Wes, I appreciate you guys coming, sharing your information. (Inaudible) City go through this.

**Item 3. Discussion of Transportation Task Force Recommendation
Regarding the Draft FY2008-FY2009 ACHD Capital Projects
Budget by Matt Ellsworth:**

Borton: One more item on the Pre-Council agenda. I'll turn it over to Matt Ellsworth. Matt, I apologize for the delay in getting to you but we've got in front of us the proposed ACHD Budget for 2008-2009 and some drastic changes to it so --.

Ellsworth: Mr. President, Members of the Council, that is correct. I'm here this evening to seek your direction on and make sure that you're aware of a couple issues surrounding this year's proposed ACHD fiscal year 08-09 Budget. Diving in briefly, this is what was adopted last year for fiscal year 2009 and the reason that I show it, if you wanted to focus your attention at the pie chart at the bottom, that shows the distribution of construction funds proposed for fiscal year 2008. Pretty much evenly distributed between Boise and Meridian with the remainder among the other three communities. Unfortunately, when they started penciling things in, going to this year's budget cycle, they noticed a \$16.3 million shortfall as predictable with cost escalations and so forth. Bottom line is, some projects had a delay. So the projects that were proposed for a delay, that are proposed for a delay are Ten Mile-Franklin to Cherry, Eagle-Victory to Ridenbaugh, the intersection of Victory and Eagle, (inaudible) McAlister to 36th, and Deer Flat from Meridian Road to Kuna. As you can see with this next slide, you have, the amount of the burden that with this proposed action is now placed on the other projects within the City of Meridian. Staff felt it was worth some discussion so we increased that burden up to 87.8% as opposed to 12 for the rest of the County. The Transportation Task Force discussed this matter last Thursday and they too felt that that was a bit of an unfair level of the burden for any one community to have to shoulder so recommendation that they asked me to come forward to you with conceptually speaking is to separate out the intersections involved in those projects to see if there's any way to construct them over a two-year phase period in that intersections in fiscal year 2008, roadway segments in fiscal year 2009. Kind of a secondary component to the recommendation that they sent me forward with is that the Park Center Bridge construction project is slated to begin



GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

April 3, 2007

Mr. Ted W. Baird
Deputy City Attorney
City of Meridian
33 East Idaho
Meridian, Idaho 83642

Re: Performance Concerns
New City Hall Project

Dear Ted:

As requested, the following is our response to your concerns outlined in your letter of March 30, 2007. This response is intended to be constructive and informative so that the relationship between Petra and the City of Meridian would remain positive and produce a project all parties can take pride in.

1. Project Staffing and Diligence – Petra has constantly worked to bring the Architect and multiple Owner representatives for the City together in a positive atmosphere. At no time have we shirked responsibility and in fact have gone beyond our scope of services to help the City. Currently Petra has five personnel and support staff working on the Meridian City Hall Project. In response to your specific questions we offer the following:

- a) Irrigation Ditch - The necessity of having the irrigation service operational was identified by Petra last November. Over a month ago, we noted that the delay in design decisions would require a temporary irrigation pipe ahead of the formal bids. During the week of March 26th, the contaminated soil removal to the south was sufficiently defined to allow irrigation line installation. On Monday March 26th Petra presented the temporary irrigation line solution. Petra was not aware that a one week notice for a purchase order would cause frustration on the part of the City. Since that time we have turned the temporary pipe into a permanent installation which will be completed by 4-15-07.

- b) **Topo Surveyor** – In CM contracts the parties responsible for securing a surveyor for topo and boundary survey is the City or the Architect. Once Petra learned that neither the City nor the Architect had secured a surveyor for this design scope of work, Petra began working with the City to solicit pre-qualified bidders for the work. After two weeks of no success in finding a Surveyor that had the time to work this project into their schedule, the City Engineer's office was solicited for additional names of Surveyors under annual contract with the City that the City would consider having work on this project. Four names were provided and a firm was found and retained for the City Hall work to perform the boundary and topo survey as soon as the site was ready with no delay to the project. An acceptable backup firm was in place should the first firm not be able to perform.
- c) **Delay in Bid Documents** - Boiler plate for bid documents consist of the contract (which is produced by the City), and the bid package descriptions. The bid package descriptions are created after the plans and specifications are developed. When asked for the bid packages, the City was provided with the outlines that were created for this project and it was noted at that time that outlines were being provided until the plans and specifications were delivered to Petra by the design team. The design team provided the plans and specs on schedule and the bid packages were updated and submitted to the City approximately one week later, within the project schedule. The bid documents were not delayed.
- d) **Improper Staff Substitution** - The project staff outlined in the construction management services proposal of August 2006 and transferred into the contract language was based on a project start date provided by the City at that time. When the unforeseen conditions of contaminated soil were realized, Petra brought in Jon Anderson. Jon was superintendent on a \$33 Million Tamarack development where he had worked with EPA and IDEQ issues, and is one of a few superintendents in the entire Valley that can manage this unforeseen cleanup to a successful conclusion. The finish foreman will be identified and submitted to the City, when the final schedule is established.

2. **Poor Management of Demolition Contractor** - The Demolition Contractor has received public praise from the Mayor and Council for the work that they performed at over \$80,000 in savings over the next lowest bid. The demolition contractor took precautions to protect the 3 identified well heads by covering them with fill material prior to demolition. The fourth well was not found until after the demolition was complete and there never was a casing above grade at this location. In demolishing concrete / brick structures and falling a 185' chimney, it is reasonable to assume that some surface

damage will occur in spite of being covered with fill. At the same time, the demolition contractor has some responsibility for the 3 damaged casings. The letter on March 30th is the first time Petra has been notified of the dollar value for the damages incurred and we will handle this with the City's Representative in our weekly production meeting.

3. Improper Management of Contaminated Soil Removal - The sequence of events concerning the contaminated soil issue are as follows:

- a) In January, Terracon drilled an exploratory well for groundwater design which they characterized as containing contaminated soil. They stopped and moved to another location. They ended-up drilling two more wells and pulled water samples from them and had them tested for contamination migration into the ground water, which proved negative. The City was kept notified throughout this process.
- b) Petra contacted MTI, to provide a proposal for dealing with contaminated soils. MTI pulled a sample of dirt tested the contents in their lab for general results and noted that it was mildly contaminated, confirming the Terracon report. Petra then contacted MTI and asked for full labs, identifying the exact contaminants and their handling requirements and made the appropriate recommendations to the City.
- c) With the test results in hand, Petra confirmed with the licensed abatement contractor that a registered landfill in Ada County would take and remediate the contaminated soil and log the removal site with the EPA. The Brownsfield Survey data information number was provided to the landfill for their use. This is how all contaminated materials are required to be handled per the EPA guidelines. Dual notification was also required with IDEQ, and was made by MTI after the initial hauling had begun. MTI filed a work plan and notification with IDEQ who acknowledged that the work would be performed under the existing Brownsfield Survey for the property, that we had correctly documented the removal, transport and deposit of contaminated soils, the EPA had been correctly notified of the project and then thanked us for inviting them to the site and working with them to get all of the paper work in place.
- d) There is not an additional permit required by IDEQ and at no time has the City been at risk for a tremendous environmental liability due to the actions of MTI, Ideal Demolition, or Petra. In fact, the actions of the Petra and Abatement team have gone beyond traditional contractual relationships to insure that every precaution and good practice has been taken to mitigate an unforeseen environmental liability.

In closing, it is Petra's observation that the City's frustration with "communication" and "inordinate amount of time tracking and managing issues" stems from the organizational format setup by the City. Over the past 14 years on previous CM projects that I have worked on, there has been one Owner's representative to work with and to report to. Currently you have that person in Brad Watson. I sincerely believe that Brad, Steve Simmons, and I can bring this project to the successful conclusion desired by all parties.

Sincerely,

A handwritten signature in cursive script, appearing to read "Eugene R. Bennett".

Eugene R. Bennett
Construction Manager



FILE COPY

GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

October 6, 2008

Mr. Keith Watts, Purchasing Agent
City of Meridian
33 East Idaho Avenue
Meridian, ID 83642-2300

Re: East Parking Lot

Dear Keith:

Our proposal for the east parking lot is as follows:

Pre-Construction Services	\$5,000
Fee	5% -
Project Superintendent & Engineer	At Cost

\$500.00 Passer	
500	500
2500	20,000
	2500

Sincerely,

Gene Bennett
Construction Manager

EXHIBIT

F

CM110913

004176

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 001
PERIOD TO: 11/27/2006
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shorline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM
2. Net Change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 + 2)
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)
5. RETAINAGE
 - a. 5% of Completed Work
(Column D + E on G703)
 - b. _____ % of Stored Material
(Column F + E on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703)
6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$ -
\$1,337,776.30
\$1,337,776.30
\$ 308,649.08

\$ 11,547.82

\$ 11,547.82

\$ 297,101.26

297,101.26
\$1,029,127.22

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By:

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of November 28, 2006

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DEBBIE GORSKI
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT

G

CM000832

Document G702™ - 1992

CITY HALL PROJECT APPROVED FOR PAYMENT

PO# _____

Contract # _____

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

Purchasing Agent Approval:

APPLICATION NO: 002

PERIOD TO: 12/22/2006

Council Approval:

CONTRACT FOR: General Construction

PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$ 892,234.00
2. Net Change by Change Orders	\$ 445,542.30
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$1,337,776.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 424,876.05
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 16,432.82
b. _____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 16,432.82
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$ 408,443.23
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$ 297,101.26
8. CURRENT PAYMENT DUE	111,341.97
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 912,900.25
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By:  Date: 12-20-06

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of December 20, 2006

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

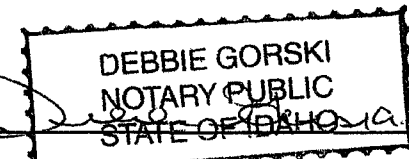
AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



006
4/30/2007

Document G702™ - 1992

Meridian City Hall

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 006
PERIOD TO: 04/30/2007
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM \$ 853,812.00
2. Net Change by Change Orders \$ 788,414.30
3. CONTRACT SUM TO DATE (Line 1 + 2) \$1,642,226.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 648,664.80
5. RETAINAGE
a. 5% of Completed Work
(Column D + E on G703) \$ 21,317.82
b. ____ % of Stored Material
(Column F + E on G703)
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 21,317.82
6. TOTAL EARNED LESS RETAINAGE \$ 627,346.98
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 605,843.13
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE 21,503.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 993,561.50
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Debbie Gorski For Petra Incorporated Date: April 30, 2007
State of: Idaho

County of: Ada

Subscribed and sworn to before
me this day of April 30, 2007
Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

DEBBIE GORSKI
NOTARY PUBLIC
STATE OF IDAHO

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004179

CM000865

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 007

PERIOD TO: 05/31/2007

CONTRACT FOR: General Construction

PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$7,443,039.35
2. Net Change by Change Orders	\$ 567,776.52
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$8,010,815.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$1,402,209.61
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 56,994.79
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 56,994.79
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$1,345,214.82
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$1,022,625.40
8. CURRENT PAYMENT DUE	322,589.42
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$6,608,606.27
(Line 3 less Line 8)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Debbie Gorski

Date: 5/31/07

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of June 18, 2007

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CM000892

004180

CITY HALL PROJECT APPROVED FOR PAYMENT

PO # _____

Contract # _____

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

Purchasing Agent Approval: _____

Council Approval: PERIOD TO: 7/31/2007
Kathleen B. B... 8-14-07 General Construction

PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$7,443,039.35
2. Net Change by Change Orders	\$ 601,856.52
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$8,044,895.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$2,576,628.28
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 109,237.00
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 109,237.00
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$2,467,391.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$1,705,953.47
8. CURRENT PAYMENT DUE	761,437.81
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$5,468,267.59
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Debbie Gorski CM-15615 Date: July 30, 2007

State of: Idaho

County of: Ada

Subscribed and sworn to before
me this day of July 30, 2007

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the

AMOUNT CERTIFIED \$ 761,437.81

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: ACA Architects

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

CM000943

004181

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 010
PERIOD TO: 8/31/2007
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$ 16,762,733.35
2. Net Change by Change Orders	\$ 729,810.89
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 17,492,544.24
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 3,568,812.27
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 157,089.41
b. ____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 157,089.41
6. TOTAL EARNED LESS RETAINAGE	\$ 3,411,722.86
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 2,467,391.28
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	944,331.58
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 13,923,731.97
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: [Signature] Date: 9-6-07
State of: Idaho
County of: Ada

Subscribed and sworn to before
me this day of September 6, 2007
Notary Public: Debbie Gorski
My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 012
PERIOD TO: 10/31/2007
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$16,993,633.35
2. Net Change by Change Orders	\$ 822,092.89
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$17,815,726.24
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 5,107,957.39
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 229,661.50
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 229,661.50
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$ 4,878,295.89
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$ 4,449,457.68
8. CURRENT PAYMENT DUE	428,838.21
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$12,707,768.85
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Debbie Gorski Date: 10-30-07

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of October 30, 2007

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

DEBBIE GORSKI
NOTARY PUBLIC
STATE OF IDAHO

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Rev. 12/5

ENG. NW PA DIRECTLY @ \$ 6,084.25

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	013
				PERIOD TO:	11/30/2007
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$ 17,355,691.35
2. Net Change by Change Orders	\$ 824,617.89
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 18,180,309.24
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 6,280,937.12
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 285,576.74
b. % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 285,576.74
6. TOTAL EARNED LESS RETAINAGE	\$ 5,995,360.38
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 4,878,295.89
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	1,117,064.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 11,899,372.12
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Monica Pope Date 11-30-07
State of: Idaho
County of: Ada

Subscribed and sworn to before

me this day of December 5, 2007

Monica Pope

My Commission expires: 4/29/2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the

AMOUNT CERTIFIED

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT

By: Monica Pope

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004184

CM001176

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 015
PERIOD TO: 1/31/2008
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$19,459,131.12
2. Net Change by Change Orders	\$ 878,066.74
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$20,337,197.86
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$10,522,516.43
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 443,453.75
b. ____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 443,453.75
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$10,079,062.68
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$ 8,030,852.18
8. CURRENT PAYMENT DUE	2,048,210.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 9,814,681.43
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Eugene P. Smith Date: 1-31-08
State of: Idaho
County of: Ada

Subscribed and sworn to before
me this day of February 1, 2008
Monica Pope

My Commission expires: 4/29/2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT

By: Steve Simmons
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CM001280

004185

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	014
				PERIOD TO:	12/31/2007
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	<u>\$19,468,574.82</u>
2. Net Change by Change Orders	<u>\$ 935,074.98</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	<u>\$20,403,649.80</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	<u>\$ 8,303,742.32</u>
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	<u>\$ 383,941.73</u>
b. ____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	<u>\$ 383,941.73</u>
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	<u>\$ 7,919,800.59</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	<u>\$ 5,995,360.38</u>
8. CURRENT PAYMENT DUE	<u>1,924,440.22</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	<u>\$12,099,907.48</u>
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Regina Smith Date: 12-31-7
State of: Idaho
County of: Ada

Subscribed and sworn to before
me this day of January 3, 2008
Monica Pope

My Commission expires: 4/29/2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the WORK is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED 1,924,440.22

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT

By: Steve O'Sullivan
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CM001230

004186

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 017
PERIOD TO: 3/31/2008
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,045,334.82
2. Net Change by Change Orders	\$ 913,623.04
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$20,958,957.86
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$13,764,207.53
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 594,113.63
b. ____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 594,113.63
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$13,170,093.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$11,994,685.32
8. CURRENT PAYMENT DUE	1,175,408.61
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 7,194,750.33
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Eugene Bantz

Date: 3/31/08

State of: Idaho

County of: Ada

Subscribed and sworn to before
me this day of April 3, 2008

Connie S. Creager

My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

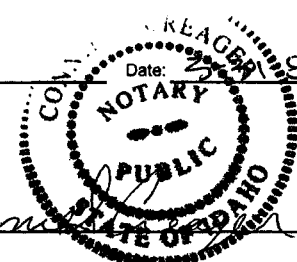
AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Steve Simmons

By: Steve Simmons

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Document G702™ - 1992 REVISED

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	REVISED 018
				PERIOD TO:	4/30/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	<u>\$20,045,334.82</u>
2. Net Change by Change Orders	<u>\$ 990,561.82</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	<u>\$21,035,896.64</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	<u>\$15,076,097.38</u>
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	<u>\$ 655,406.75</u>
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	<u>\$ 655,406.75</u>
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	<u>\$14,420,690.63</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	<u>\$13,170,093.93</u>
8. CURRENT PAYMENT DUE	<u>1,250,596.73</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	<u>\$ 5,959,799.26</u>
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Reduction in Payment Request
State of: Idaho
County of: Ada
Subscribed and sworn to before
me this day of May 23, 2008
Connie S. Creager

My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CM001733

Document G702™ - 1992 REVISED

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: REVISED 018
PERIOD TO: 4/30/2008
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,045,334.82
2. Net Change by Change Orders	\$ 990,561.82
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,035,896.64
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$15,076,097.38
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 655,406.75
b. ____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 655,406.75
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$14,420,690.63
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$13,170,093.93
8. CURRENT PAYMENT DUE	1,250,596.73
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 5,959,799.26
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: _____ Date: _____
State of: Idaho
County of: Ada
Subscribed and sworn to before
me this day of May 23, 2008
Connie S. Creager
My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CM001734

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 018
PERIOD TO: 4/30/2008
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,045,334.82
2. Net Change by Change Orders	\$ 990,561.82
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,035,896.64
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$15,122,172.78
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 657,709.04
b. % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 657,709.04
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$14,464,463.74
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$13,170,093.93
8. CURRENT PAYMENT DUE	1,294,369.84
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 5,913,723.86
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Connie S. Creager Date: 4-30-08

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of May 2, 2008

Connie S. Creager

My Commission expires: 02-12-2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

1,294,369.84

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Steve Simmons

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004190

CM001738

Document G702™ - 1992 REVISED

RECEIVED
JUN 04 2008
LCA ARCHITECTS

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	019
				PERIOD TO:	5/31/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,045,334.82
2. Net Change by Change Orders	\$ 1,004,894.22
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,050,229.04
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$16,268,736.50
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 710,961.56
b. ____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 710,961.56
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$15,557,774.94
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$14,420,534.09
8. CURRENT PAYMENT DUE	1,137,240.91
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 4,781,492.54
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Eugen Benitez Date: 5-31-8
State of: Idaho
County of: Ada
Subscribed and sworn to before
me this day of June 2, 2008
Connie S. Creager
My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on visual observation and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
AMOUNT CERTIFIED \$1,137,240.91
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

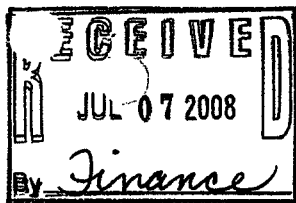
ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004191

CM001937



Document G702™ - 1992 REVISED

RECEIVED
JUL 03 2008
LCA ARCHITECTS

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 020

PERIOD TO: 6/30/2008

CONTRACT FOR: General Construction

PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,045,334.82
2. Net Change by Change Orders	\$ 1,049,008.65
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,094,343.47
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$17,116,154.04
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 748,728.10
b. % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 748,728.10
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$16,367,425.94
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$15,557,775.00
8. CURRENT PAYMENT DUE	809,651.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 3,978,189.43
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By:

State of: Idaho

County of: Ada

Subscribed and sworn to before
me this day of July 2, 2008

Connie S. Creager

My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

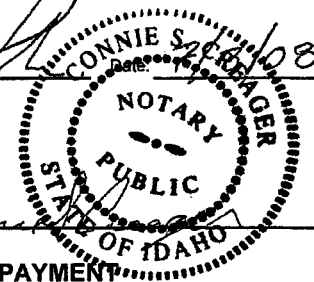
809,651.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

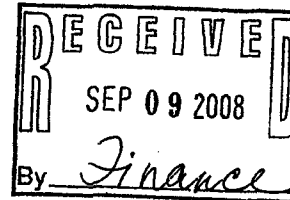


Document G702™ - 1992 REVISED

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall



APPLICATION NO: 022
PERIOD TO: 8/31/2008
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,088,654.11
2. Net Change by Change Orders	\$ 1,011,567.36
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,100,221.47
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$19,687,966.09
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 867,858.99
b. _____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 867,858.99
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$18,820,107.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$17,706,689.71
8. CURRENT PAYMENT DUE	1,113,417.39
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,412,255.38
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Connie S. Creager Date: 8-31-08

State of: Idaho
County of: Ada

Subscribed and sworn to before

me this day of September 4, 2008

Connie S. Creager

My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

1,113,417.39

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Steve Simmons

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document G702™ - 1992 REVISED

RECEIVED

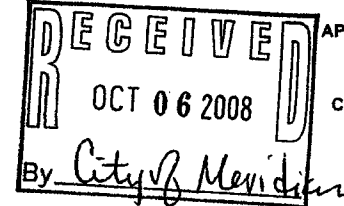
OCT 03 2008

LCA

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall



APPLICATION NO: 023
PERIOD TO: 9/30/2008
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,121,488.11
2. Net Change by Change Orders	\$ 1,308,522.39
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,430,010.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$20,616,269.99
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 908,815.21
b. ____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 908,815.21
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$19,707,454.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$18,820,107.14
8. CURRENT PAYMENT DUE	887,347.68
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,722,555.72

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Gregory B. Smith Date: 9-30-08
State of: Idaho
County of: Ada
Subscribed and sworn to before
me this day of October 2, 2008
Connie S. Creager
My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

887,347.68

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

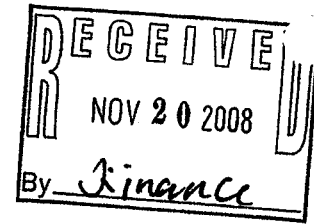
By: Steve O'Leary
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CM002482

004194

Document G702™ - 1992

REVISED



Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	024
				PERIOD TO:	10/31/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,121,488.11
2. Net Change by Change Orders	\$ 1,284,146.81
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,405,634.92
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$21,000,382.48
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 923,413.12
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 923,413.12
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$20,076,969.36
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$19,674,947.87
8. CURRENT PAYMENT DUE	402,021.53
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,328,665.56

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Erin Burt Date: 10-31-08

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of November 10, 2008
Debbie Gorski
Corrie S. Croager

My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

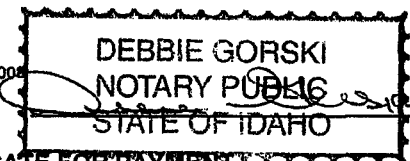
AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Steve Simmons

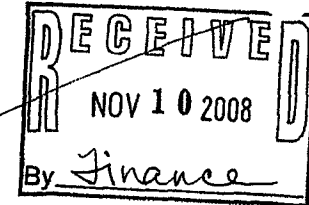
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



004195

CM002656

Document G702™ - 1992 REVISED



Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 024

PERIOD TO: 10/31/2008

CONTRACT FOR: General Construction

PROJECT NO: 06-0675

FROM CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,121,488.11
2. Net Change by Change Orders	\$ 1,284,146.81
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,405,634.92
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$21,014,431.58
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 923,413.12
b. _____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 923,413.12
6. TOTAL EARNED LESS RETAINAGE	\$20,091,018.46
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$19,674,947.87
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	416,070.63
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,314,616.46

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Connie S. Creager Date: 10-31-08

State of: Idaho

County of: Ada

Subscribed and sworn to before
me this day of November 4, 2008

Connie S. Creager

My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

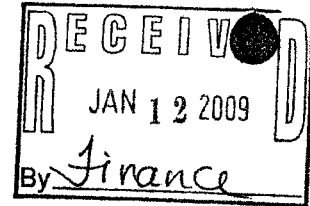
By: Steve Simmons

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CM002657

004196

Document G702™ - 1992 REVISED



Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	026
				PERIOD TO:	12/31/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,121,123.11
2. Net Change by Change Orders	\$ 1,519,855.81
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,640,978.92
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$21,196,309.84
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 887,415.94
b. _____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 887,415.94
6. TOTAL EARNED LESS RETAINAGE	\$20,308,893.90
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$20,251,018.87
(Line 6 from prior Certificate)	57,875.03
8. CURRENT PAYMENT DUE	\$ 1,332,085.02
9. BALANCE TO FINISH, INCLUDING RETAINAGE	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Eugen Smith Date: 12-12-08

State of: Idaho

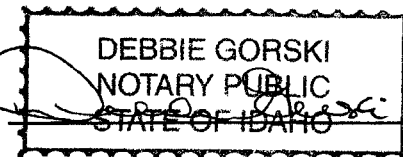
County of: Ada

Subscribed and sworn to before

me this day of January 7, 2009

Debbie Gorski

My Commission expires: 07-05-2012



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

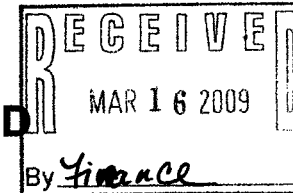
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004197

CM102347

Document G702™ - 1992

REVISED



RECEIVED
FEB 02 2009
LCA

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	027
				PERIOD TO:	1/31/2009
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,121,123.11
2. Net Change by Change Orders	\$ 1,582,184.81
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,703,307.92
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$21,277,051.66
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 890,951.89
b. _____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 890,951.89
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$20,386,099.77
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$20,307,143.90
8. CURRENT PAYMENT DUE	78,955.87
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,317,208.15

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Eugene P. Smith Date: 1-31-09

State of: Idaho

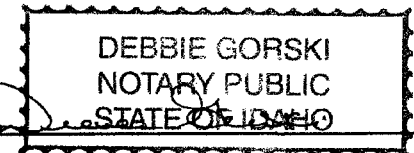
County of: Ada

Subscribed and sworn to before

me this day of January 30, 2009

Debbie Gorski

My Commission expires: 07-05-2012



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

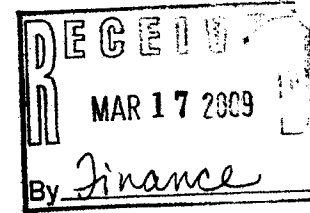
By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004198

CM102322

Document G702™ - 1992 REVISED



Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	028
				PERIOD TO:	2/28/2009
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,121,123.11
2. Net Change by Change Orders	\$ 1,638,352.81
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,759,475.92
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$21,377,916.20
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 639,267.18
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 639,267.18
6. TOTAL EARNED LESS RETAINAGE	\$20,738,649.02
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$20,386,099.77
(Line 8 from prior Certificate)	
8. CURRENT PAYMENT DUE	352,549.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,020,826.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: [Signature] Date: 3/12/09

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of March 12, 2009

Debbie Gorski

My Commission expires: 07-05-2012

DEBBIE GORSKI
NOTARY PUBLIC
STATE OF IDAHO

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

352,549.25

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature]

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RECEIVED

APR 09 2009

LCA

Document G702™ - 1992 REVISED

FILE COPY

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	029
				PERIOD TO:	3/31/2009
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 1097 N Rosario Street Meridian, ID 83642	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM		\$20,463,495.11
2. Net Change by Change Orders		\$ 932,783.28
3. CONTRACT SUM TO DATE (Line 1 + 2)		\$21,396,278.39
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$21,519,570.59
5. RETAINAGE		
a. 5% of Completed Work		
(Column D + E on G703)	\$ 160,897.86	
b. ____ % of Stored Material		
(Column F + E on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 160,897.86	
6. TOTAL EARNED LESS RETAINAGE		\$21,358,672.73
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$20,738,490.73
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE		620,182.01
9. BALANCE TO FINISH, INCLUDING RETAINAGE		\$ 37,605.66

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Debbie Gorski Date: 3-30-09

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of April 9, 2009

Debbie Gorski

My Commission expires: 07-05-2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

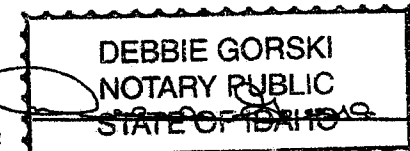
AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Steve Simmons

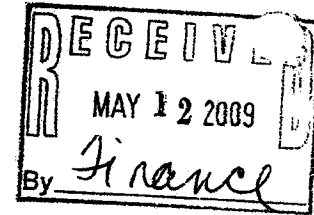
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



004200

CM091911

Document G702™ - 1992 REVISED



Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	030
				PERIOD TO:	4/30/2009
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 1097 N Rosario Street Meridian, ID 83642	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,463,495.11
2. Net Change by Change Orders	\$ 1,049,921.23
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,513,416.34
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$21,513,416.34
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 25,335.05
b. _____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 25,335.05
6. TOTAL EARNED LESS RETAINAGE	\$21,488,081.29
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$21,358,672.73
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	129,408.56
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 25,335.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: [Signature] Date: 4-30-09

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of May 5, 2009

Debbie Gorski

My Commission expires: 07-05-2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

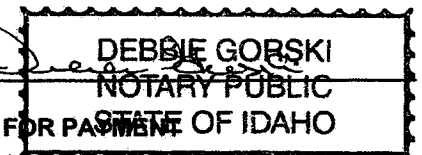
AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature]

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



129,408.56

004201

CM091970

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: **Meridian City Hall**

APPLICATION NO: 001

PERIOD TO: 11/27/2006

CONTRACT FOR: General Construction

PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shorline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM

\$ -

2. Net Change by Change Orders

\$1,337,776.30

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$1,337,776.30

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 308,649.08

5. RETAINAGE

a. 5% of Completed Work

(Column D + E on G703)

\$ 11,547.82

b. ____% of Stored Material

(Column F + E on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 11,547.82

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

\$ 297,101.26

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 8 from prior Certificate)

8. CURRENT PAYMENT DUE

297,101.26

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$1,029,127.22

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: _____

Date: _____

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of November 28, 2006

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

EXHIBIT

H

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004202

Petra59517

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: **Meridian City Hall**

APPLICATION NO: 001

PERIOD TO: 11/27/2006

CONTRACT FOR: General Construction

PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$ 892,234.00
2. Net Change by Change Orders	\$ 445,542.30
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$1,337,776.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 308,649.08
5. RETAINAGE	
a. 5% of Completed Work (Column D + E on G703)	\$ 11,547.82
b. _____% of Stored Material (Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 11,547.82
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 297,101.26
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	297,101.26
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$1,029,127.22

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
TOTAL CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: _____ Date: _____

State of: Idaho

County of: Ada

Subscribed and sworn to before
me this day of April 24, 2007

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004203

Petra59462

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 002

PERIOD TO: 12/22/2006

CONTRACT FOR: General Construction

PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shorline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM

\$ 892,234.00

2. Net Change by Change Orders

\$ 445,542.30

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$1,337,776.30

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 424,876.05

5. RETAINAGE

a. 5% of Completed Work

(Column D + E on G703)

\$ 16,432.82

b. _____% of Stored Material

(Column F + E on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 16,432.82

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

\$ 408,443.23

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

\$ 297,101.26

8. CURRENT PAYMENT DUE

111,341.97

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 8)

\$ 912,900.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
TOTAL CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR'S SIGNATURE

By: 

Date: 12-20-06

State of: Idaho

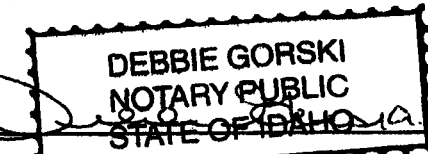
County of: Ada

Subscribed and sworn to before

me this day of December 20, 2006

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the

AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004204

Petra55508

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 003
PERIOD TO: 01/25/2007
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM

\$ 853,812.00

2. Net Change by Change Orders

\$ 426,356.30

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$1,280,168.30

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 549,816.50

5. RETAINAGE

a. 5% of Completed Work

(Column D + E on G703)

\$ 21,317.82

b. _____ % of Stored Material

(Column F + E on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 21,317.82

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

\$ 528,498.68

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

\$ 408,443.23

8. CURRENT PAYMENT DUE

138,372.60

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 730,351.80

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: _____ Date: _____

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of March 30, 2009

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the

AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
ET CHANGES by Change Order		

004205
Petra50502

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 004

PERIOD TO: 02/28/2007

CONTRACT FOR: General Construction

PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$ 853,812.00
2. Net Change by Change Orders	\$ 788,414.30
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$1,642,226.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 602,570.58
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 21,317.82
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 21,317.82
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$ 581,252.76
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$ 528,498.68
8. CURRENT PAYMENT DUE	52,754.07
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$1,039,655.73
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Debbie Gorski Date: 03-01-07

State of: Idaho

County of: Ada

Subscribed and sworn to before
me this day of March 1, 2007

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
ET CHANGES by Change Order		

004206
Petra59470

Document G702™ - 1992

Meridian City Hall

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 005

PERIOD TO: 03/31/2007

CONTRACT FOR: General Construction

PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM

\$ 853,812.00

2. Net Change by Change Orders

\$ 788,414.30

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$1,642,226.30

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 627,160.95

5. RETAINAGE

a. 5% of Completed Work

(Column D + E on G703)

\$ 21,317.82

b. _____ % of Stored Material

(Column F + E on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 21,317.82

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

\$ 605,843.13

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

\$ 581,252.76

8. CURRENT PAYMENT DUE

24,590.37

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$1,015,065.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
TOTAL CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By:

Date: 4-10-07

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of April 10, 2007

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

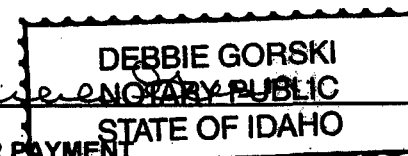
AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



004207

Petra59428

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 007

PERIOD TO: 05/31/2007

CONTRACT FOR: General Construction

PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$7,443,039.35
2. Net Change by Change Orders	\$ 567,776.52
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$8,010,815.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$1,402,209.61
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 56,994.79
b. _____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 56,994.79
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$1,345,214.82
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$1,022,625.40
8. CURRENT PAYMENT DUE	322,589.42
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$6,608,606.27
(Line 3 less Line 8)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: *Debbie Gorski*

Date: 5/31/07

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of June 18, 2007

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

DEBBIE GORSKI
NOTARY PUBLIC
STATE OF IDAHO

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 008

PERIOD TO: 6/30/2007

CONTRACT FOR: General Construction

PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$7,443,039.35
2. Net Change by Change Orders	\$ 575,236.52
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$8,018,275.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$1,778,308.65
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 72,355.18
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 72,355.18
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$1,705,953.47
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$1,345,214.82
8. CURRENT PAYMENT DUE	360,738.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$6,239,967.22
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By:

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of July 6, 2007

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

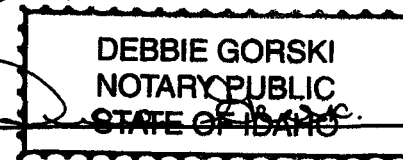
AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



004209
Petra59206

Document G702™ - 1992

COPY

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	009
				PERIOD TO:	7/31/2007
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$7,443,039.35
2. Net Change by Change Orders	\$ 601,856.52
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$8,044,895.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$2,576,628.28
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 109,237.00
b. _____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 109,237.00
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$2,467,391.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$1,705,953.47
8. CURRENT PAYMENT DUE	761,437.81
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$5,468,267.59
(Line 3 less Line 8)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner:		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Debbie Gorski CM-15615 Date: July 30, 2007

State of: Idaho

County of: Ada

Subscribed and sworn to before
me this day of July 30, 2007

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004210
Petra59165

September 6, 2007

Correction to billing format and descriptions only

No change in dollar amounts CSC

Document G702™ - 1992

 FILE COPY

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	010
				PERIOD TO:	8/31/2007
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$16,762,733.35
2. Net Change by Change Orders	\$ 729,810.89
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$17,492,544.24
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 3,568,812.27
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 157,089.41
b. _____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 157,089.41
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$ 3,411,722.86
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$ 2,467,391.28
8. CURRENT PAYMENT DUE	944,331.58
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$13,923,731.97
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By:  Date: 9-6-07

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of September 6, 2007

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004211
Petras9029

Document G702™ - 1992

COPY

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	011
				PERIOD TO:	9/30/2007
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$16,993,633.35
2. Net Change by Change Orders	\$ 822,092.89
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$17,815,726.24
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 4,657,952.85
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 208,495.17
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 208,495.17
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$ 4,449,457.68
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$ 3,411,722.86
8. CURRENT PAYMENT DUE	1,037,734.82
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$13,157,773.39
(Line 3 less Line 4)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Debbie Gorski Date: 09-28-07

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of September 28, 2007

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

004212
Petra58904

COPY

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	012
				PERIOD TO:	10/31/2007
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	<u>\$16,993,633.35</u>
2. Net Change by Change Orders	<u>\$ 822,092.89</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	<u>\$17,815,726.24</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	<u>\$ 5,107,957.39</u>
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	<u>\$ 229,661.50</u>
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	<u>\$ 229,661.50</u>
6. TOTAL EARNED LESS RETAINAGE	<u>\$ 4,878,295.89</u>
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	<u>\$ 4,449,457.68</u>
(Line 6 from prior Certificate)	<u>428,838.21</u>
8. CURRENT PAYMENT DUE	<u>\$12,707,768.85</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Debbie GorskiDate: 10-30-07

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of October 30, 2007

Notary Public: Debbie Gorski

My Commission expires: July 5, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004213
Petra58812

Revised
12/5

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	013
				PERIOD TO:	11/30/2007
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$17,355,691.35
2. Net Change by Change Orders	\$ 824,617.89
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$18,180,309.24
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 6,280,937.12
5. RETAINAGE	
a. 5% of Completed Work (Column D + E on G703)	\$ 285,576.74
b. _____ % of Stored Material (Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 285,576.74
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 5,995,360.38
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 4,876,295.89
8. CURRENT PAYMENT DUE	1,117,064.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 4)	\$11,899,372.12

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Monica Pope Date: 11-30-07
State of: Idaho
County of: Ada

Subscribed and sworn to before

me this day of December 6, 2007

Monica Pope

My Commission expires: 4/26/2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated on the application, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT

By: Monica Pope

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004214

Petra58668

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 014

PERIOD TO: 12/31/2007

CONTRACT FOR: General Construction

PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$19,468,574.82
2. Net Change by Change Orders	\$ 931,962.41
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$20,400,537.23
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 8,300,629.75
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 383,786.10
b. _____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 383,786.10
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$ 7,916,843.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$ 5,995,360.38
8. CURRENT PAYMENT DUE	1,921,483.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$12,099,907.48
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: _____ Date: _____

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of January 30, 2008

Monica Pope

My Commission expires: 4/29/2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004215
Petra58498

COPY

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Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	014
				PERIOD TO:	12/31/2007
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$ 19,468,574.82
2. Net Change by Change Orders	\$ 935,074.98
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 20,403,649.80
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 8,303,742.32
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 383,941.73
b. _____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 383,941.73
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$ 7,919,800.59
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$ 5,995,360.38
8. CURRENT PAYMENT DUE	1,924,440.22
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 12,099,907.48
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Monica Pope Date: 12-31-07

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of January 3, 2008

Monica Pope

My Commission expires: 4/29/2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on our observations and the data comprising this application, the Architect certifies to the Owner that, to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document G702™ - 1992

REVISED

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	015
				PERIOD TO:	1/31/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	<u>\$19,459,131.12</u>
2. Net Change by Change Orders	<u>\$ 878,066.74</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	<u>\$20,337,197.86</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	<u>\$10,522,286.53</u>
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	<u>\$ 443,453.75</u>
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	<u>\$ 443,453.75</u>
6. TOTAL EARNED LESS RETAINAGE	<u>\$10,078,832.78</u>
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	<u>\$ 8,030,852.18</u>
(Line 6 from prior Certificate)	<u>2,047,980.60</u>
8. CURRENT PAYMENT DUE	<u>\$ 9,814,911.33</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: _____ Date: _____

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of February 15, 2008

Monica Pope

My Commission expires: 4/29/2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document G702™ - 1992

REVISED

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	015
				PERIOD TO:	1/31/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$19,459,131.12
2. Net Change by Change Orders	\$ 878,066.74
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$20,337,197.86
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$10,522,286.53
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 443,453.75
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 443,453.75
6. TOTAL EARNED LESS RETAINAGE	\$10,078,832.78
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 8,030,852.18
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	2,047,980.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 9,814,911.33
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: _____ Date: _____
State of: Idaho
County of: Ada
Subscribed and sworn to before
me this day of February 15, 2008
Monica Pope
My Commission expires: 4/29/2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004218 Petra58284

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Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 015
PERIOD TO: 1/31/2008
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$19,459,131.12
2. Net Change by Change Orders	\$ 878,066.74
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$20,337,197.86
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$10,522,516.43
5. RETAINAGE	
a. 5% of Completed Work (Column D + E on G703)	\$ 443,453.75
b. ____% of Stored Material (Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 443,453.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$10,079,062.68
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 8,030,852.18
8. CURRENT PAYMENT DUE	2,048,210.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 4)	\$ 9,814,681.43

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Eugen P. Smith Date: 1-31-08
State of: Idaho
County of: Ada

Subscribed and sworn to before
me this day of February 1, 2008
Monica Pope

My Commission expires: 4/29/2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the observations and the data comprising this application, the Architect certifies to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT

By: Steve Simmons
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004219

Petra58287

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	015
				PERIOD TO:	1/31/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$ 19,459,131.12
2. Net Change by Change Orders	\$ 878,066.74
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 20,337,197.86
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 10,522,516.43
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 443,453.75
b. _____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 443,453.75
6. TOTAL EARNED LESS RETAINAGE	\$ 10,079,062.68
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 8,030,852.18
(Line 6 from prior Certificate)	2,048,210.50
8. CURRENT PAYMENT DUE	\$ 9,814,681.43
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Eugene Parrott Date: 1-31-08
State of: Idaho
County of: Ada

Subscribed and sworn to before
me this day of February 1, 2008
Monica Pope

My Commission expires: 4/29/2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based upon the information and data comprising this application, the Architect certifies to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004220 Petra58288

Document G702™ - 1992

COPY

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	016
				PERIOD TO:	2/29/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$19,459,131.12
2. Net Change by Change Orders	\$ 878,066.74
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$20,337,197.86
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$12,534,348.19
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 539,662.88
b. _____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 539,662.88
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$11,994,685.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$10,079,062.68
8. CURRENT PAYMENT DUE	1,915,622.64
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 7,802,849.67
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Eugene B. Smith Date: 2-29-8

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of February 29, 2008

Monica Pope

My Commission expires: 4/29/2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Steve Simmons

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004221

Petra58114

Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	017
				PERIOD TO:	3/31/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,045,334.82
2. Net Change by Change Orders	\$ 913,623.04
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$20,958,957.86
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$13,764,207.53
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 594,113.63
b. _____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 594,113.63
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$13,170,093.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$11,994,685.32
8. CURRENT PAYMENT DUE	1,175,408.61
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 7,194,750.33
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Eugene Banta
 State of: Idaho
 County of: Ada
 Subscribed and sworn to before
 me this day of April 3, 2008
 Connie S. Creager

My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

1,175,408.61
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Steve O'Leary

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 018
PERIOD TO: 4/30/2008
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,045,334.82
2. Net Change by Change Orders	\$ 990,561.82
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,035,896.64
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$15,122,172.78
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 657,709.04
b. ____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 657,709.04
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$14,464,463.74
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$13,170,093.93
8. CURRENT PAYMENT DUE	1,294,369.84
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 5,913,723.86
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Connie S. Creager Date: 4-30-08

State of: Idaho

County of: Ada

Subscribed and sworn to before
me this day of May 2, 2008

Connie S. Creager

My Commission expires: 02-12-20

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

1,294,369.84

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Steve Simmons

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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RECEIVED
JUN 04 2008
LCA ARCHITECTS

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	019
				PERIOD TO:	5/31/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,045,334.82
2. Net Change by Change Orders	\$ 1,004,894.22
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,050,229.04
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$16,268,736.50
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 710,961.56
b. _____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 710,961.56
6. TOTAL EARNED LESS RETAINAGE	\$15,557,774.94
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$14,420,534.09
(Line 6 from prior Certificate)	1,137,240.91
8. CURRENT PAYMENT DUE	\$ 4,781,492.54
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Eugen Benett
State of: Idaho
County of: Ada
Subscribed and sworn to before
me this day of June 2, 2008
Connie S. Creager

My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on ~~own~~ observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
AMOUNT CERTIFIED \$ 1,137,240.91
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004224 Petra57192

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RECEIVED
JUL 03 2008
LCA ARCHITECTS

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	020
				PERIOD TO:	6/30/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,045,334.82
2. Net Change by Change Orders	\$ 1,049,008.65
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,094,343.47
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$17,116,154.04
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 748,728.10
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 748,728.10
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$16,367,425.94
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$15,557,775.00
8. CURRENT PAYMENT DUE	809,651.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 3,978,189.43
(Line 3 less Line 4)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: 

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of July 2, 2008

Connie S. Creager

My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

809,651.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: 

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Petra56939
004225

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Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	024
				PERIOD TO:	10/31/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	<u>\$20,121,488.11</u>
2. Net Change by Change Orders	<u>\$ 1,284,146.81</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	<u>\$21,405,634.92</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	<u>\$21,014,431.58</u>
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	<u>\$ 923,413.12</u>
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	<u>\$ 923,413.12</u>
6. TOTAL EARNED LESS RETAINAGE	<u>\$20,091,018.46</u>
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	<u>\$19,674,947.87</u>
(Line 6 from prior Certificate)	<u>416,070.63</u>
8. CURRENT PAYMENT DUE	<u>\$ 1,314,616.46</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Connie S. Creager Date: 10-31-08
 State of: Idaho
 County of: Ada
 Subscribed and sworn to before
 me this day of November 4, 2008
 Connie S. Creager

My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004226 Petras55607

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Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	025
				PERIOD TO:	11/30/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,121,488.11
2. Net Change by Change Orders	\$ 1,335,050.81
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,456,538.92
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$21,142,732.19
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 928,281.71
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 928,281.71
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$20,214,450.48
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$20,081,534.00
8. CURRENT PAYMENT DUE	132,916.52
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,242,088.44

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: _____

Date: 12/9/08

State of: Idaho

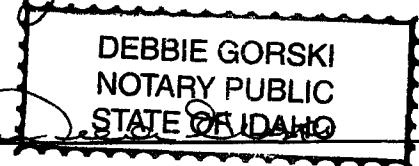
County of: Ada

Subscribed and sworn to before

me this day of December 9, 2008

Debbie Gorski

My Commission expires: 07-05-2012



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

004227 Petra55411

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Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	026
				PERIOD TO:	12/31/2008
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	<u>\$20,121,123.11</u>
2. Net Change by Change Orders	<u>\$ 1,519,855.81</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	<u>\$21,640,978.92</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	<u>\$21,196,309.84</u>
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	<u>\$ 887,415.94</u>
b. _____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	<u>\$ 887,415.94</u>
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	<u>\$20,308,893.90</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	<u>\$20,251,018.87</u>
8. CURRENT PAYMENT DUE	<u>57,875.03</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	<u>\$ 1,332,085.02</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Eugene Smith Date: 12-30-08

State of: Idaho

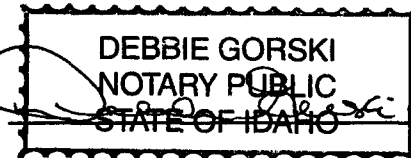
County of: Ada

Subscribed and sworn to before

me this day of January 7, 2009

Debbie Gorski

My Commission expires: 07-05-2012



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document G702™ - 1992 REVISED

Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

APPLICATION NO: 027
PERIOD TO: 1/31/2009
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

FROM
CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA
ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,121,123.11
2. Net Change by Change Orders	\$ 1,582,184.81
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,703,307.92
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$21,277,051.66
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 890,951.89
b. _____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 890,951.89
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$20,386,099.77
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$20,307,143.90
8. CURRENT PAYMENT DUE	78,955.87
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,317,208.15

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Eugen Benett Date: 1-31-09

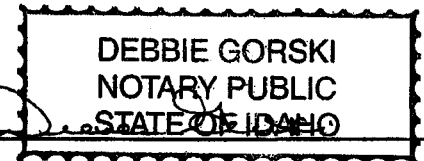
State of: Idaho

County of: Ada

Subscribed and sworn to before
me this day of January 30, 2009

Debbie Gorski

My Commission expires: 07-05-2012



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

Petra55255
004229

Document G702™ - 1992 REVISED

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	028
				PERIOD TO:	2/28/2009
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 9056 W. Blackeagle Drive Boise, ID 83709	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,121,123.11
2. Net Change by Change Orders	\$ 1,638,352.81
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,759,475.92
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$21,377,916.20
5. RETAINAGE	
a. 8% of Completed Work	
(Column D + E on G703)	\$ 639,267.18
b. _____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 639,267.18
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$20,738,649.02
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$20,386,099.77
8. CURRENT PAYMENT DUE	352,549.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,020,826.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: [Signature] Date: 3/12/09

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of March 12, 2009

Debbie Gorski

My Commission expires: 07-05-2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

352,549.25

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature]

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DEBBIE GORSKI
NOTARY PUBLIC
STATE OF IDAHO

06123A91275

Document G702™ - 1992 REVISED

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	<i>Meridian City Hall</i>	APPLICATION NO:	029
				PERIOD TO:	3/31/2009
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM:		VIA:	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 1097 N Rosario Street Meridian, ID 83642	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,463,495.11
2. Net Change by Change Orders	\$ 932,783.28
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,396,278.39
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$21,519,570.59
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 160,897.86
b. ____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 160,897.86
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$21,358,672.73
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$20,738,490.73
8. CURRENT PAYMENT DUE	620,182.01
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 37,605.66

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: *Debbie Gorski* Date: 3-31-09

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of April 9, 2009

Debbie Gorski

My Commission expires: 07-05-2012

DEBBIE GORSKI
NOTARY PUBLIC
STATE OF IDAHO

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document G702™ - 1992 REVISED

Application and Certificate for Payment

TO OWNER:	City of Meridian 33 East Idaho Street Meridian, ID 83642	PROJECT:	Meridian City Hall	APPLICATION NO:	030
				PERIOD TO:	4/30/2009
				CONTRACT FOR:	General Construction
				PROJECT NO:	06-0675
FROM		VIA	Steve Simmons		
CONTRACTOR:	PETRA, Incorporated 1097 N Rosario Street Meridian, ID 83642	ARCHITECT:	Lombard - Conrad 1221 Shoreline Drive Boise, ID 83702		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$20,463,495.11
2. Net Change by Change Orders	\$ 1,049,921.23
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,513,416.34
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$21,513,416.34
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 25,335.05
b. _____ % of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 25,335.05
6. TOTAL EARNED LESS RETAINAGE	\$21,488,081.29
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$21,358,672.73
(Line 6 from prior Certificate)	129,408.56
8. CURRENT PAYMENT DUE	\$ 25,335.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Debbie Gorski Date: 4-30-09

State of: Idaho

County of: Ada

Subscribed and sworn to before

me this day of May 5, 2009

Debbie Gorski

My Commission expires: 07-05-2012

ARCHITECT'S CERTIFICATE FOR PAYMENT OF IDAHO

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Steve Simmons
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

007PRA91526

NO
A.M. FILED 4:14 PM

JUL 06 2010

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A. DAVID NAVARRO, Clerk
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, ID 83701
Telephone: (208) 331-1170
Facsimile: (208) 331-1529

By J. RANDALL
DEPUTY

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**AFFIDAVIT OF THEODORE W.
BAIRD JR. DATED July 6, 2010 FILED
IN SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY
JUDGMENT**

State of Idaho)
)ss
County of Ada)

THEODORE W. BAIRD, JR., being duly sworn upon oath, deposes and says:

1. I am above the age of 18 years and have personal knowledge of the facts contained herein.

2. Prior to beginning this Project, The City did not "approach Petra" to perform CM services, instead, the City initiated a qualifications-based process to select a construction manager. The City published a Request for Qualifications (RFQ) and received responses from a number of construction manager candidates including Petra.

**AFFIDAVIT OF THEODORE W. BAIRD DATED JULY 6, 2010 FILED IN SUPPORT OF
OPPOSITION TO MOTION FOR SUMMARY JUDGMENT**

Page - 1

004233

a. The City then narrowed the candidates, and conducted an interview process, including an interview of Petra.

b. The presenters for Petra included Jerry Frank and Gene Bennett

c. Presenters at the interview also included Petra's claimed "LEED Expert." Given that PETRA put its purported LEED expertise at issue in the selection process, they must have had knowledge that LEED was under consideration for this project, so it is disingenuous for them to now claim that the LEED requirements caught them by surprise and resulted in extra expense on their behalf. In fact, Petra was fully compensated for all documentation related to achieving LEED Silver certification.

d. At the presentation, Mr. Frank stated that Petra was honest, and would not make any claim for change orders nor additional money in the course of the Project if selected..

e. At the presentation, and in written materials presented to the selection committee, Petra made misrepresentations with regard to their level of expertise in Construction Management. In actual fact, most of Petra's work prior to undertaking the Meridian City Hall was in the nature of a General Contractor, and Petra treated the Meridian City Hall project as a General Contractor at every step of the way. As the result of Petra's failure to understand the fiduciary role that they were hired to undertake, the City suffered financially on this project because the City never received the trusted advocate and advisor that its leaders thought they had bargained for.

3. Petra never informed the City as to what the cost of the Project would be by way of the Kershnik e-mail dated July 30, 2006. Neither the City nor Petra had an estimate

of cost prior to the Project as there were no plans, designs or specifications when the Construction Management Agreement ("CMA") was entered into.

4. It is important to note that Petra was represented by its own in-house legal counsel during all contract negotiations. Because the written agreement incorporated and superseded all previous written and oral communications between the Parties, the City relied on the fact that Petra was able to resolve its concerns with the initial project budget before they signed the written agreement.

5. At no time has the CMA been modified, except in writing by Change Order No. 1 executed by Petra and the City as required by the CMA. The City relied on its written agreement with Petra because such written agreements preclude having "course of dealings" supersede the written documents. The East Parking lot written proposal by Gene Bennett, which capped Petra's construction management fees at \$25,000.00, although not a change order, is evidence that even when ordering extra work, the City did not intend to rely on "course of dealing" to form the agreement between the parties.

6. From the occupation by the City to the date of this Affidavit, the City has discovered and continues to discover major defects in the construction of the building as supervised by Petra.

7. Based upon an investigation by the City, it appears that the foregoing major defects include, but are not limited to:

a. The roof has leaked 35 times, and continues to leak with every major weather event containing moisture. I prepared a small chart evidencing the pattern of roof leaks during two particular storm cycles after considerable roof patching had taken place. The chart is attached hereto as **Exhibit "A"**. It should be noted that the City's record of the roof leaks does not show a complete record from the date

occupation to present, but does evidence profound defects in the roof. The City is continuing to investigate problems and issues with the roof as constructed. Also attached hereto as **Exhibit "B"** is a true and correct copy of the Case Management Report dated April 9, 2010 detailing building maintenance events.

- b. The installation of the roof drains are defective.
- c. The masonry alignment and grout is defective;
- d. The exterior brick work is defective;
- e. Walls and doors in the basement were out of plumb and were defective;
- f. The chiller vibrates so badly that office space beneath it on the 3rd upper elevation of the building has been unusable;
- g. There are major water intrusions into the fire riser room, which have created a mold issue, damage to the area, and a major safety issue;
- h. There are major defects in the water features, including but not limited to severe leakage, improper construction, damaged stone and brick, efflorescence damage, overspray causing dangerous sidewalks, and major discoloration of brick, concrete and stone. Attached hereto as **Exhibit "C"**, are some demonstrative photos demonstrating the condition of the water features as constructed under Petra's supervision.
- i. The Plaza area has major concrete cracking and unsealed concrete gaps allowing water intrusion;
- j. A major flood of the first floor and basement occurred on April 6, 2010 when the sewer pipe/valve system installed under Petra's supervision failed. It was discovered that Petra failed to require the mechanical/plumbing contractor to

install most of the plumbing cleanouts required by the plans. The City's cost of cleanup and restoration was \$35, 691.91;

k. A coolant leak from the computer server room on the third floor occurred over the July 4, 2010 holiday weekend. This leak should have been contained by a floor drain, but the drain was not operable, resulting in coolant draining down the walls into second floor office space. The cost of cleanup and restoration has not been determined. Investigation has revealed that the floor drain failed because of a chunk of concrete lodged in the drain.

l. The HVAC system has constantly blown cold air to the discomfort of building occupants and users, which, during the design phase Petra was specifically told by Mayor De Weerd the City did not want nor expect from the HVAC system to be designed. The City has no record of Jerry Frank's claimed recommendation to use a heat pump system and no proposal was made to the City for City review of such a system;

m. The HVAC system has never performed properly for any extended period of time since the City occupied the building; Petra was fully aware of the City's intent to construct closed interior offices and they should have known of the inadequacy of the proposed HVAC system for the City's intended use. This is just one example of where Petra as construction manager, should have presented the City with its findings and alternatives in writing;

n. It is clear from the enormous number of defects that have been discovered after Petra abandoned its work effort on the Project that Petra wholly failed to discharge its duty to guard the City against deficient or defective work.

Petra staffed the worksite – or at least billed the City for the presence of personnel

on site, however Petra has failed to establish that the efforts of these employees were effective in fulfilling their duties under the CMA.

8. From and after October 15, 2008, Petra has consistently failed or refused to deal with any warranty calls or issues related to defective or deficient construction; With the one year period from occupancy nearly at end, and given Petra's refusal to act, the City was forced to take action to establish its warranty rights to assure that those responsible for the myriad defects would be on notice.

9. No representative of LCA Architects, Inc. ("LCA") has ever "signed off on the Project", nor more importantly, upon Petra's work as the construction manager. ("signed off on" is not a term defined in the CMA).

10. No other construction manager, nor engineer, nor architect, nor materials testing agency ever "signed off" on Petra's work effort nor the Project as Petra alleges. This claim by Petra is a pure fabrication.

11. At no time prior to November 1, 2007, did Petra ever advise the City of its Notice of Claim with respect to additional construction management fees;

12. At no time was Keith Watts the City's designated representative. Keith and I were initially designated at the City's point of contact for informational purposes.

13. In March of 2007, it became apparent that Petra had wholly failed to perform the duties required under the CMA. On or about March 30, 2007 I wrote a letter to Petra. Attached hereto as **Exhibit "D"** and fully incorporated herein by this reference, is a true and correct copy of said letter.

14. The purpose of the letter was to advise Petra of its failures to perform under the CMA, and to place Petra on notice of the City's consideration that Petra's service may be terminated for non-performance.

15. The Petra Construction Management Plan ("CMP") was submitted by Petra to the City on January 22, 2007. The Petra CMP failed to contain key components required by the CMA, specifically the required General Conditions section which was left blank. Petra never supplemented this key section of the CMP.

16. A meeting, held in executive session on April 3, 2007, with Petra in which Petra begged to be allowed to continue as the Construction Manager. Specifically Jerry Frank promised the City Council, that everything would be 'just fine' if the City would allow Petra to manage the construction, since the City had just received the Phase II Core and Shell bids that very day.

17. At that meeting, Petra asked for a single point of informational contact, other than me, as I had been acting as a point of contact for informational purposes up to that time, and it became apparent at the meeting on April 3, 2007 that Petra did not appreciate my efforts in pointing out their failures to perform their contractual duties.

18. At no time did Petra ask for, nor did it seek an "Owner's Representative" as designated in the CMA. To the contrary, what Petra sought was someone other than myself as the point of contact, because I was continually telling Petra and the City Council that Petra wasn't doing its job. Following that meeting, Keith Watts the City Purchasing Agent was designated as the City's 'single point of contact' for informational purposes. I believe this was reflected in meeting minutes prepared by Petra in which Petra also designated certain Petra field employees as "points of contact".

19. Although Petra held meetings with the Mayor's Building Committee, Petra clearly understood that nothing could be approved by the City without a vote of the City Council in an open meeting, according to Idaho law, including modifications of the

contracts, changes in the schedule, including the decision of whether or not liquidated damages would be assessed against Prime Contractors.

20. I was a participant in the Mayor's Building Committee meetings. At no time did the City "change" the Project. At all times, the City attempted to follow Petra's lead as the "manager" of the design process. Since there were no plans, drawings, or specifications in existence when Petra and the City signed the CMA, there was nothing to "change" as Petra has described it. The Project was an evolutionary process as concepts were produced, discussed, and refined. The Mayor's Building Committee meetings were largely "status conferences" when Petra distributed color photographs and bound reports of "progress" on the project.

21. The City Hall building has never been complex. It is merely what I believe to be a modern government office space with a basement. Petra continually alleges that they had to perform "extra work" but fail to specify what that work entailed.

22. Contrary to Petra's assertions, the City always contemplated a public Plaza along with related parking, as is contained in the CMA. This part of the Project was specified in the Architect Request for Qualifications ("RFQ"), and Petra has stated in writing that they had reviewed the Architect's agreement with the City.

23. No "budget" of \$12,200,000 was created by the City for the purpose of negotiation of the CMA. I was personally involved in the negotiations with Petra involving the CMA, and the City's intent was clear that it required a 'fixed' fee for the construction management services and would not accept what Petra wanted which was a percentage fee tied to total cost. That concept was rejected by the City and Petra was told the City would not sign any kind of open ended agreement. The City did not intend, nor did it enter in to a 'cost plus' agreement with Petra;

24. On January 10, 2007, there was no City Council open session in which any vote was taken to provide any instruction to Petra or LCA;

25. On February 26, 2007 there was no City Council open session in which any vote was taken to provide any instruction to Petra or LCA;

26. As of February 2008, there was no City Council vote to approve any final project cost estimate. At no time did the City 'approve' in any fashion Petra's claim for an additional \$376,808 as an estimate or cost of an additional construction manager's fee for Petra. At all times, the City has contested and rejected that claim for a variety of reasons, including the fact that it is, and remains, untimely, undocumented, and unsubstantiated as mandated by the CMA;

27. At no time following the execution of the CMA, did Petra, in its fiduciary role, advise the City that it could, or should, stop the Project and re-evaluate the cost of the Project before proceeding to award any contract to any Prime Contractor;

28. At all times following Petra's first attempt to claim additional construction management fees, the City notified Petra that the fees were not justified and were not going to be paid.

29. At all times in the design process, Petra was aware that construction management services at the flat construction management fee of \$574,000 included the furniture, fixtures, and equipment necessary for the City to take beneficial use and occupancy of the building. Petra specifically included those items and associated cost estimates in cost estimates provided to the City which did not show any claim for an increase in the construction management fee. The City at all times relied on Petra's honesty with respect to the cost estimates and the fact there would be no increase in the construction management fee.

30. Petra has never provided, nor did Petra keep and maintain, any accounting for any increase in costs associated with an increase in reimbursable costs or as to the increase in the construction management fee as specifically required by the CMA. Petra has consistently used a 'total cost' or percentage claim instead and that claim has always been rejected by the City.

31. Petra has never demonstrated or denominated one dollar in cost increase that is directly attributable to any single item of claimed 'change' as Petra misuses that phrase;

32. A review of the Project Records, particularly billing records, evidences that Petra failed to keep and maintain records describing hourly services with reasonable particularity as required by the CMA, and simply 'block billed' employees' time.

33. Petra has failed to produce a single cost record which can be tied to any 'change' claimed by Petra. All Petra has done is create 'block billings' which make no effort to segregate and identify any costs attributable to any change. Petra made no effort to track the time and cost because it knew it was under a fixed fee and that it had to have the City agreement and approval before it could incur any charges for costs or services beyond those contained in the CMA, or the claim would be disallowed by the City.

34. At no time did Petra seek, or obtain, approval from the City for any additional construction management fees or reimbursable expenses before the fees or services were allegedly rendered.

35. The City Council never held a vote, nor gave any directive to Petra to proceed with bidding and construction of the Project before the construction documents were complete. To the contrary, the City relied upon Petra to act in its fiduciary capacity to advise the City of the best methods to reduce cost and maintain cost control. At no time did

the City receive any warning from Petra with respect to bidding, incomplete documents, or risks associated with cost.

36. Petra claims the City actively interfered with the progress of the Project. At no time did Petra provide any notice to the City of any active interference.

37. Petra was required by the CMA to advise and instruct the City as to any Owner decisions that needed to be made. At no time did Petra advise that City that the City had failed to provide an Owner's Criteria so that Petra could perform its duties under the CMA;

38. The CMA was signed on August 1, 2006. There were no meetings between Petra, LCA, any Engineers and the City between August 1, 2006 and August 16, 2006.

39. There was no City Council vote, at any open session meeting of the City Council on February 26, 2007.

40. The Petra Construction Management Plan ("CMP") was submitted by Petra to the City on January 22, 2007. The Petra CMP failed to contain key components required by the CMA, specifically the required General Conditions section which was left blank. Petra never supplemented this key section of the CMP.

41. The City never received beneficial use and occupancy within Petra's Construction Schedule as submitted to the City. Petra was months behind when the City took possession on October 15, 2008. Many facets of the Project were not yet complete when the City moved in. Much construction work remained to be done and continued after that date.

42. Petra wholly failed to continue or complete its contractually required duties after October 15, 2008. Petra failed to supervise the continuing work of Prime Contractors,

failed to respond to defect or warranty issues, and generally demonstrated a total disinterest in performing any further responsibilities as the construction manager under the CMA.

43. At no time were design budget and cost estimates “approved” by the City Council, as claimed by Petra. Petra fails to cite to a single City Council meeting official records as supporting authority for this claimed fact in its alleged undisputed facts. Cost is not Budget.

44. Petra’s claim that “all” cost changes were made with the City’s knowledge and consent is blatantly false. Had Petra honestly and openly admitted it’s Superintendent’s elevation errors, the City would never have paid for Petra’s error in paying the Pac-West billings. Petra’s dishonesty in covering its errors and seeking payment from the City for its own breach of duty and negligence was, and is now known as fraudulent conduct.

45. The City has never “accepted” the Project or the building as claimed by Petra.

a. A Certificate of Occupancy is a document that merely contains the building official’s opinion that the structure complies with code, and not that it meets the requirements of the Contract Documents.

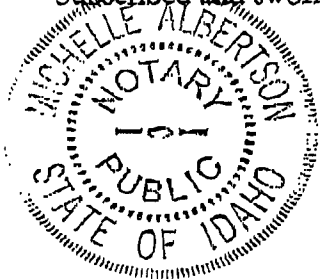
b. The punchlists provided by and relied upon by Petra only show that the items listed were potentially completed. However, the City has not “accepted” the Project or the building nor have they “signed off” on the building in any manner.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

By: 

Theodore W. Baird, Jr.

Subscribed and sworn to before me this 6th day of July, 2010.





Notary Public, State of Idaho

Residing at: Boise, ID

My commission expires: 3-23-2016

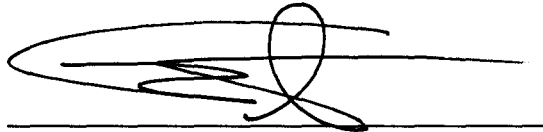
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of July, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

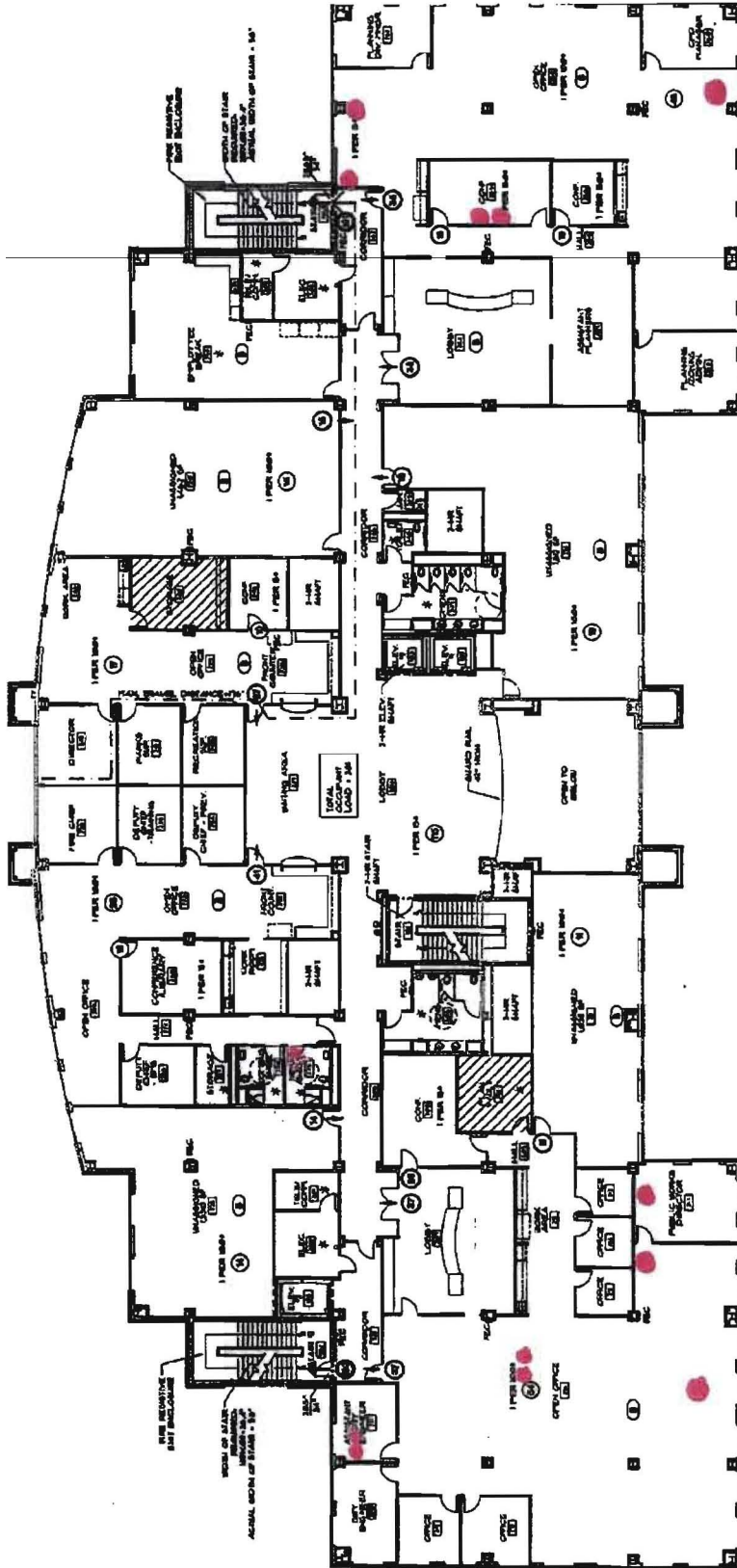
Thomas G. Walker
MacKenzie Whatcott
COSH O HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

<input checked="checked" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

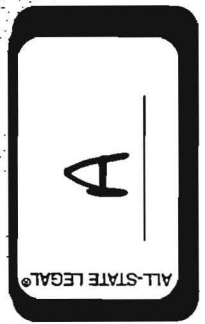


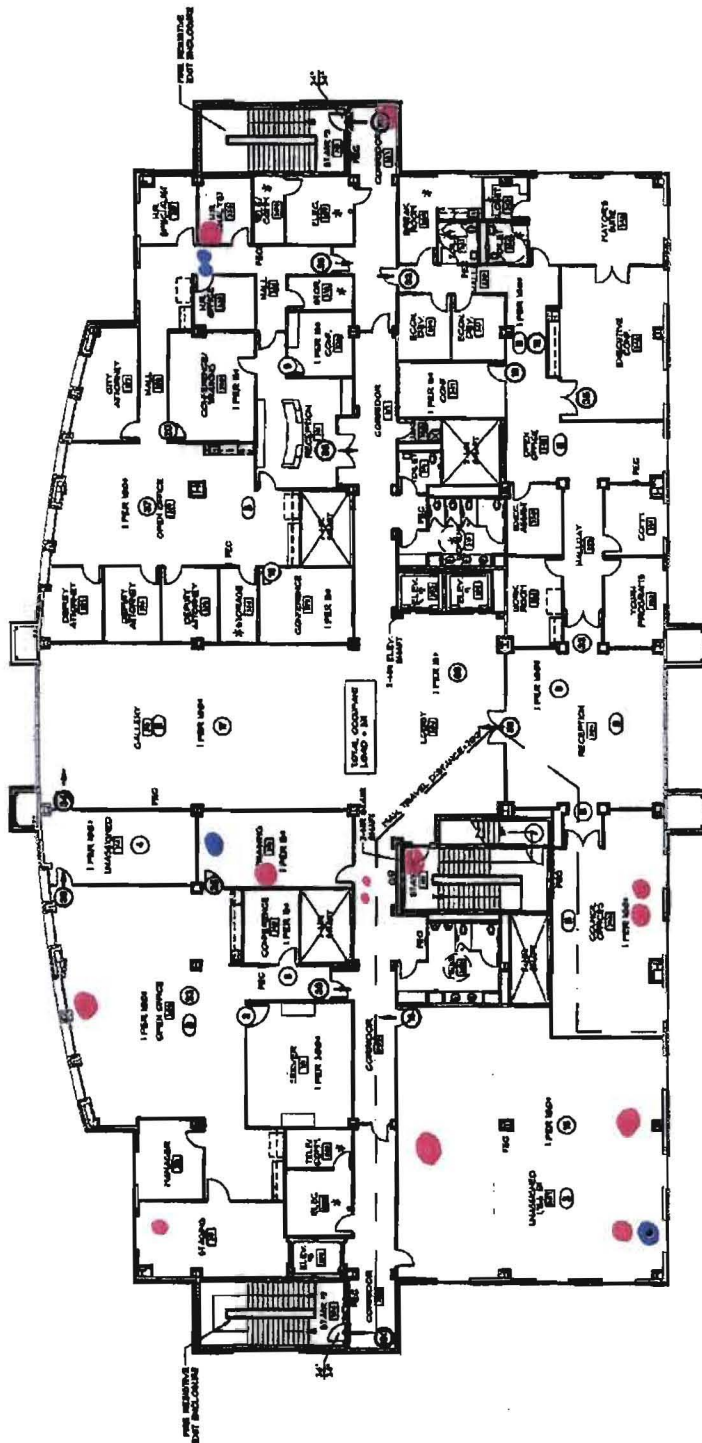
Kim J. Trout



SECOND FLOOR

112302





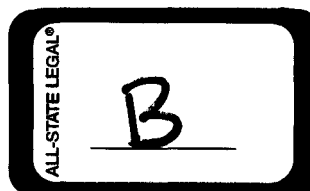
- - LOCATIONS NOTED 12/14/2009
- - LOCATIONS NOTED 02/04/2010

- THIRD FLOOR

Case Management

4/9/2010

Title	Created By	Created On	Status	Ticket
NORTH ELECTRICAL ROOM DOOR IS SET TO NORMALLY OPEN INSTEAD OF CLOSED	MIKE TANNER	12/3/2008 10:30	CLOSED	4812
S_3RD_CENTRAL STAIR TO PENTHOUSE LOCK ISN'T WORKING CORRECTLY.	ROBERT SIMISON	12/4/2008 8:48	CLOSED	4837
BROKEN CASTER/ROLLER ON CONFERENCE ROOM CHAIR	BRAD LLOYD	12/15/2008 10:04	CLOSED	5028
FREIGHT ELEVATOR DOOR IS RUBBING ON THE EAST SIDE.	MIKE TANNER	12/18/2008 10:27	CLOSED	5110
LIGHT BULB OUT IN MEN'S ROOM (3 SOUTH)	BRAD LLOYD	12/29/2008 13:03	CLOSED	5218
NEW FRIDGE ISN'T STAYING COLD	BRAD LLOYD	1/8/2009 16:25	CLOSED	5356
NEED POWER BOX MOVED IN HR TRAINER'S OFFICE	BILL NARY	1/9/2009 13:59	CLOSED	5372
SIGNAGE NEEDS REMOVED FROM OLD CITY HALL	ROBERT SIMISON	1/12/2009 11:36	CLOSED	5393
DOOR HANDLE REPAIR	PETER FRIEDMAN	1/12/2009 11:54	CLOSED	5395
1ST FLOOR SINGLE USE BATHROOM TOILET	NANCY RADFORD	1/12/2009 12:59	CLOSED	5396
WRITTEN DOCUMENTATION NEEDED	KARIE GLENN	1/12/2009 13:30	CLOSED	5397
BATHROOM WATER FLOW	KARIE GLENN	1/12/2009 13:38	CLOSED	5398
MOVE HEATER REGISTER IN IT MANAGER OFFICE	TERRY PATERNOSTER	1/12/2009 14:18	CLOSED	5402
DOOR KICKS	TERRY PATERNOSTER	1/12/2009 14:19	CLOSED	5403
FIRE DEPT ADMIN OFFICES AT CITY HALL	RON ANDERSON	1/13/2009 9:20	CLOSED	5417
REMOVE KEYBOARD TRAY & WALL SHELF	MICHELLE ALBERTSON	1/13/2009 10:08	CLOSED	5420
INSTALL KEY CABINET IN LEGAL	MICHELLE ALBERTSON	1/13/2009 14:07	CLOSED	5432
RURAL CUBICLE NEEDS ELECTRICAL BOX MOVED	JUDY GERHART	1/14/2009 9:34	CLOSED	5459
SUPPORT BRACKETS	SCOTT STECKLINE	1/14/2009 10:09	CLOSED	5461
OLD CITY HALL THERMOSTATS	KATHY WANNER	1/14/2009 10:24	CLOSED	5463
MUBS LOBBY LIGTHING INTERFERS WITH SECURITY CAMERA'S	SHELLIE GALLAGHER	1/14/2009 11:59	CLOSED	5470
FAUCET REPAIR TO WOMEN'S RESTROOM - 2ND FLOOR	RACHEL MYERS	1/14/2009 14:55	CLOSED	5473
OUTSIDE AGENDA BOARD	SHEREE FINCH	1/14/2009 15:23	CLOSED	5475
VEHICLE EMISSIONS TESTING NEEDED	KARIE GLENN	1/15/2009 7:44	CLOSED	5480
MOVE DOOR KNOB.	MARITA HAWKER	1/15/2009 9:30	CLOSED	5488
STUCCO TO BE REPAIRED	MARITA HAWKER	1/15/2009 9:42	CLOSED	5490



Case Management

4/9/2010

Title	Created By	Created On	Status	Ticket
TRAINING ROOM DOOR - ALWAYS LOCKED	KARIE GLENN	1/15/2009 11:16	CLOSED	5496
PURCHASE/INSTALL CLOCKS IN CONFERENCE ROOMS ON FIRST FLOOR	ROBERT SIMISON	1/15/2009 11:51	CLOSED	5497
TEMPERATURE IN COUNCIL CHAMBERS	NANCY RADFORD	1/15/2009 19:49	CLOSED	5512
COUNCIL CHAMBER TEMP	NANCY RADFORD	1/15/2009 20:13	CLOSED	5513
INSIDE DOOR HANDLE ON 3RD FLOOR MEN'S ROOM IS LOOSE	BRAD LLOYD	1/16/2009 8:21	CLOSED	5516
STUCK ELEVATOR	MARITA HAWKER	1/16/2009 11:12	CLOSED	5519
GENERATOR ALARM GOING OFF	MARITA HAWKER	1/16/2009 11:18	CLOSED	5521
AUXILLIARY ALARM GOING OFF	MARITA HAWKER	1/16/2009 11:25	CLOSED	5522
CHANGE LOCKS	MARITA HAWKER	1/16/2009 11:30	CLOSED	5525
REVERSE LOCKSET	MARITA HAWKER	1/16/2009 11:33	CLOSED	5526
REVERSE LOCKSET	MARITA HAWKER	1/16/2009 11:37	CLOSED	5527
AFTER HOURS CALL FOR WALL ADJUSTMENT	MARITA HAWKER	1/16/2009 11:43	CLOSED	5528
RELOCATION OF MAINTENANCE VAN	MARITA HAWKER	1/16/2009 11:46	CLOSED	5529
FLU INSTALLATION CLEANUP	MARITA HAWKER	1/16/2009 11:49	CLOSED	5530
NEED PAPER TOWEL HOLDERS	MARITA HAWKER	1/16/2009 11:52	CLOSED	5531
KEYBOARD TRAY SWITCH OUT	MARITA HAWKER	1/16/2009 11:54	CLOSED	5532
CONSISTENT LO-EVAP ALARM	MARITA HAWKER	1/16/2009 13:05	CLOSED	5535
REQUEST FOR WALK OFF MATS	MARITA HAWKER	1/16/2009 13:08	CLOSED	5536
KEY BOARD TRAY	MARITA HAWKER	1/16/2009 13:12	CLOSED	5537
LIGHT OUT IN COUNCIL CHAMBERS	MARITA HAWKER	1/16/2009 13:14	CLOSED	5538
LIGHT OUT IN LADIES BATHROOM	MARITA HAWKER	1/16/2009 13:22	CLOSED	5540
KEY CYLINDER TO PENTHOUSE	MARITA HAWKER	1/16/2009 13:26	CLOSED	5541
WATER LEAK MAYORS CONFERENCE ROOM	KARIE GLENN	1/16/2009 14:30	CLOSED	5545
ICRMP INSPECTION NEEDED OF BOILER	KARIE GLENN	1/16/2009 14:33	CLOSED	5546
DOOR DAMAGE	KARIE GLENN	1/16/2009 14:35	CLOSED	5547
YAMAS CONTROLS	KARIE GLENN	1/16/2009 14:42	CLOSED	5548
HVAC SCHEDULE CONFLICTS	KARIE GLENN	1/16/2009 14:54	CLOSED	5550
FIRE ALARM SYSTEM	KARIE GLENN	1/16/2009 14:57	CLOSED	5551
PLAN RACKS IN CLERKS STORAGE	KARIE GLENN	1/16/2009 14:59	CLOSED	5552
MONITORING SECURITY SYSTEM	KARIE GLENN	1/16/2009 15:00	CLOSED	5553
SANYO UNIT NOT OSCILLATING	MARITA HAWKER	1/16/2009 16:03	CLOSED	5558
NO LIGHT SWITCH IN MAINT. OFFICE	MARITA HAWKER	1/16/2009 16:06	CLOSED	5559
FLICKERING EXIT SIGN ON 2ND S HALL	MARITA HAWKER	1/16/2009 16:09	CLOSED	5560
DIMMER SWITCHES NEEDED IN IT	MARITA HAWKER	1/16/2009 16:12	CLOSED	5561
DAMPNERS SLIP ON HANDLERS	MARITA HAWKER	1/16/2009 16:17	CLOSED	5562

Case Management

4/9/2010

Title	Created By	Created On	Status	Ticket
PLEASE HANG UP A CLOCK IN COUNCIL CHAMBERS	NANCY RADFORD	1/16/2009 16:48	CLOSED	5564
REPLACE LIGHT BULB FRONT OFFICE	CODEE UPSON	1/20/2009 12:00	CLOSED	5576
BOILER #2 ALARM	MARITA HAWKER	1/20/2009 13:33	CLOSED	5578
MISSING PARTS ON LEVER SET ON STORAGE	MARITA HAWKER	1/20/2009 13:39	CLOSED	5579
HEATING LOOP FREEZE CONCERN	MARITA HAWKER	1/20/2009 13:49	CLOSED	5580
PULL STATION MALFUNCTION	MARITA HAWKER	1/20/2009 15:51	CLOSED	5584
NO HOT WATER IN MEN'S 1ST FLOOR BATHROOM	MARITA HAWKER	1/20/2009 15:54	CLOSED	5585
IT DATA AIR- SHORT CYCLE ON AC UNIT	MARITA HAWKER	1/20/2009 16:06	CLOSED	5586
SANYO UNIT NOT OSCILLATING	MARITA HAWKER	1/20/2009 16:09	CLOSED	5587
NO LIGHT SWITCH IN BASEMENT MAINTENANCE OFFICE	MARITA HAWKER	1/20/2009 16:11	CLOSED	5588
POWER CORD HAZZARD ON 2ND FLOOR S COMM ROOM	MARITA HAWKER	1/20/2009 16:18	CLOSED	5589
HANG WHITEBOARD	MARITA HAWKER	1/20/2009 16:21	CLOSED	5590
SET UP MONITORING ON SECURITY SYSTEM	MARITA HAWKER	1/20/2009 16:25	CLOSED	5592
OFFICE ACCESS & SECURTIY ISSUES	MARITA HAWKER	1/20/2009 16:31	CLOSED	5594
BOOT CLEANING STATION	TOM JOHNSON	1/20/2009 16:32	CLOSED	5595
LEAKING ROOF/SHOP	CHIP HUDSON	1/21/2009 10:20	CLOSED	5608
FLOOR DRAIN IN 3RD FLOOR MEN'S ROOM EMITS FOUL ODOR	BRAD LLOYD	1/21/2009 10:30	CLOSED	5611
NETWORK LINES & ELECTRICAL OUTLET	DEANNE MITTLEIDER	1/22/2009 8:03	CLOSED	5620
SOUTH SIDE HUMIDIFIER IN SERVER ROOM ALARMING	BRAD LLOYD	1/22/2009 10:00	CLOSED	5625
MONITORING OF OLD CITY HALL - 33 E IDAHO	KARIE GLENN	1/22/2009 10:14	CLOSED	5626
FAUCET IN CONFERENCE ROOM SPRAYS WILDLY	PEGGY	1/22/2009 12:49	CLOSED	5637
UNABLE TO UNLOCK SECURE DOOR WITH BUTTON	PEGGY GARDNER	1/22/2009 14:30	CLOSED	5643
WHITE LIQUID LEAKING BEHIND FAMILY BATHROOM TOILET	NANCY RADFORD	1/23/2009 10:19	CLOSED	5649
WOMENS RESTROOM TOILET LOOSE	KEITH WATTS	1/23/2009 10:39	CLOSED	5650
FLOOR VENTS	CHRISTINE BOUCHER	1/23/2009 15:20	CLOSED	5660
MOVE AIR VENT	ROBERT SIMISON	1/23/2009 16:34	CLOSED	5662
MOVE DATA BOX	ROBERT SIMISON	1/23/2009 16:35	CLOSED	5663
HANG KEY LOCK BOXES	ROBERT SIMISON	1/23/2009 16:36	CLOSED	5664
MOISTURE	TED BAIRD	1/26/2009 10:24	CLOSED	5676
MOVE ELECTRICAL BOXES	JUDY GERHART	1/26/2009 11:19	CLOSED	5678

Case Management

4/9/2010

Title	Created By	Created On	Status	Ticket
MAIL ROOM EXHAUST FAN	MARITA HAWKER	1/26/2009 15:05	CLOSED	5685
RUNNER RUGS FOR CITY HALL LOBBY	JAYCEE HOLMAN	1/27/2009 10:27	CLOSED	5709
DIAGRAMS FOR MEETING ROOMS	JAYCEE HOLMAN	1/27/2009 10:30	CLOSED	5710
ELEVATOR WARRANTY WORK	KARIE GLENN	1/27/2009 15:47	CLOSED	5732
ARM-HINGE FOR PW CONFERENCE ROOM DOOR	KARIE GLENN	1/27/2009 15:50	CLOSED	5733
PHONE CABLE	TOM JOHNSON	1/28/2009 10:53	CLOSED	5747
INSTALL KICK-DOWN DOOR STOP ON IT TRAINING ROOM DOOR (INTO HALLWAY)	BRAD LLOYD	1/29/2009 8:03	CLOSED	5767
PICTURE HUNG OVER DESK	TOM JOHNSON	1/29/2009 11:16	CLOSED	5781
WEST SIDE ELEVATOR STOPPED WORKING	KARIE GLENN	1/30/2009 7:45	CLOSED	5802
?	TOM JOHNSON	1/30/2009 11:24	CLOSED	5808
METER ROOM HEATER	CHIP HUDSON	2/2/2009 10:28	CLOSED	5835
STINKY 1ST FLOOR NORTH BATHROOMS	NANCY RADFORD	2/2/2009 10:45	CLOSED	5840
AC UNITS - MORE ALARMS	DAVID TIEDE	2/4/2009 13:31	CLOSED	5887
CLEAN OUT OF OLD CITY HALL	KARIE GLENN	2/4/2009 13:35	CLOSED	5888
CARPET NEEDS TO BE PUT DOWN	KARIE GLENN	2/4/2009 13:36	CLOSED	5889
SHELVING TO BE INSTALLED	KARIE GLENN	2/4/2009 13:37	CLOSED	5890
TAKE DOWN TENTING OVER WATER FEATURE	KARIE GLENN	2/4/2009 13:41	CLOSED	5891
WATER LEAK IN TRAINING ROOM	MIKE TANNER	2/5/2009 16:22	CLOSED	5922
MOVE FILE CABINETS	JENNIFER LUSK	2/6/2009 7:46	CLOSED	5927
BADGE READER IN BASEMENT STAIRWELL OF CENTER STAIRS IS COMING APART	BRAD LLOYD	2/6/2009 8:04	CLOSED	5928
NEED VENT MOVED	MIKE TANNER	2/6/2009 8:26	CLOSED	5930
POWERWASH FRONT LOT	ROBERT SIMISON	2/6/2009 9:28	CLOSED	5935
PAINT RESERVED ON CERTAIN SPACES IN THE FRONT LOT	ROBERT SIMISON	2/6/2009 9:36	CLOSED	5936
PARKING SIGNS	ROBERT SIMISON	2/8/2009 17:20	CLOSED	5944
BATHROOMS, BREAKROOM SMELL HORRIBLE	KARIE GLENN	2/9/2009 7:37	CLOSED	5945
HEATING ON WEEKENDS	KARIE GLENN	2/9/2009 7:40	CLOSED	5946
TIME CAPSULE DOOR	ANNA CANNING	2/9/2009 7:51	CLOSED	5947
SERVER ROOM AIR CONDITIONER ALARM - SHORT CYCLE NO ROTATION	TERRY PATERNOSTER	2/9/2009 10:29	CLOSED	5955
PLEASE MOVE ELECTRICAL BOX. IT'S RIGHT UNDER MY FEET	MIKE TANNER	2/9/2009 15:51	CLOSED	5970
FRONT HANDICAP ACCESSABLE DOOR IS LOCKED UNDOGGED	NANCY RADFORD	2/10/2009 8:26	CLOSED	5978
WARRENTY WORK ON CORRECTIONAL INDUSTIES CHAIRS	ERIC JENSEN	2/13/2009 11:46	CLOSED	6062

Case Management

4/9/2010

Title	Created By	Created On	Status	Ticket
FIX DESK	TODD LAVOIE	2/13/2009 17:02	CLOSED	6078
MONTHLY FIE EXTINGUISHER INSPECTION	ERIC JENSEN	2/17/2009 8:05	CLOSED	6080
HAND CART - FLAT TIRE - BUILDING DEPT	KARIE GLENN	2/17/2009 12:52	CLOSED	6094
INSTALL HAZ SIGNS ON HERITAGE BUILDING	ERIC JENSEN	2/18/2009 9:46	CLOSED	6107
POST INSPECTION CERTIFICATES	ERIC JENSEN	2/18/2009 11:07	CLOSED	6114
COMPLETION OF CUBES IN FIRE DEPT. AREA	ERIC JENSEN	2/18/2009 16:53	CLOSED	6122
MOVE ELIS DESK AND POWER BOX IN CLERKS OFFICE.	ERIC JENSEN	2/18/2009 17:00	CLOSED	6123
INSTALL DESK GROMMETT IN DESK @ CLERKS OFFICE	ERIC JENSEN	2/18/2009 17:01	CLOSED	6124
INSTALL GROMMETT IN TABLE IN FINANCE MEETING ROOM	ERIC JENSEN	2/18/2009 17:03	CLOSED	6125
SECOND FLOOR NORTH	TOM JOHNSON	2/19/2009 8:18	CLOSED	6128
HANDICAP DOORS	SHEREE FINCH	2/19/2009 8:51	CLOSED	6132
DOOR SWITCH UNDER DESK	CHRISTINE BOUCHER	2/20/2009 10:17	CLOSED	6157
CHAIRS FOR MEETING ROOM A/B	SHEREE FINCH	2/23/2009 11:21	CLOSED	6185
CLOSE THE DOORS & WINDOWS ITS WINDY IN HERE	PEGGY GARDNER	2/23/2009 13:56	CLOSED	6191
ART WORK DESIGN AND PREP	ERIC JENSEN	2/24/2009 8:28	CLOSED	6206
COULD YOU SET THE DEFAULT FOR FB 65 TO 72F?	MIKE TANNER	2/24/2009 15:47	CLOSED	6228
SET THE HALLWAY LIGHTS TO GO OFF AT OR AROUND 17:30	BRAD LLOYD	2/24/2009 15:58	CLOSED	6230
BUILD ZONE LIST FOR PANIC BUTTONS WITH RIGHT PARTY CONTACTS	ERIC JENSEN	2/25/2009 13:49	CLOSED	6248
HISTORICAL SOCIETY UNLOCKED DOORS	SHEREE FINCH	2/25/2009 13:57	CLOSED	6249
PUT IN TRASH CAN & TOWEL DISPENSER IN EMPLOYEE EXERCISE ROOM	BRAD LLOYD	2/25/2009 15:42	CLOSED	6256
PHONE FOR CHAMBERS	SHEREE FINCH	2/25/2009 16:07	CLOSED	6257
WINDOW IN THE DOOR OF WORKOUT ROOM	BILL NARY	2/25/2009 18:52	CLOSED	6259
COLD AIR COMING OUT OF AT LEAST 3 VENTS.. !!	NANCY RADFORD	2/26/2009 9:20	CLOSED	6265
COLD AIR BURST FROM HEATING SYSTEM MY OFFICE AND JACY'S	SHELLIE GALLAGHER	2/26/2009 9:50	CLOSED	6266
LIGHT OUT IN FINANCE CONFERENCE ROOM	KARIE GLENN	2/27/2009 10:55	CLOSED	6303

Case Management

4/9/2010

Title	Created By	Created On	Status	Ticket
SPECIAL HAZARD BUILDING MECH TOUR FOR FIRE DEPT	ERIC JENSEN	2/27/2009 15:55	CLOSED	6318
POSTING SEQUENCE OF OPERATION AT ALL SPECIAL HAZARD ZONES	ERIC JENSEN	2/27/2009 15:56	CLOSED	6319
FOUL ODOR FROM HEATER VENT	SHELLIE GALLAGHER	3/2/2009 9:26	CLOSED	6327
HVAC ISSUE	MATT PARSONS	3/2/2009 10:06	CLOSED	6329
LOBBY DOORS	EVALYN NICHOLS	3/2/2009 10:44	CLOSED	6331
HIGH PITCHED NOISE IN CFO'S OFFICE	KEITH WATTS	3/2/2009 10:47	CLOSED	6332
ELEVATORS	SHEREE FINCH	3/3/2009 7:09	CLOSED	6349
HISTORICAL CENTER - CLEANING SCHEDULE	KARIE GLENN	3/3/2009 11:09	CLOSED	6355
FOUL ODOR IN MY OFFICE	SHELLIE GALLAGHER	3/4/2009 8:23	CLOSED	6376
ALARMS ON DATA AIR UNITS	ERIC JENSEN	3/4/2009 10:55	CLOSED	6382
HANG AED WALL MOUNTS ON EACH FLOOR OF CITY HALL	MARK NIEMEYER	3/4/2009 16:24	CLOSED	6403
VENTS AND A HIGH PITCHED NOISE	JACY JONES	3/5/2009 9:21	CLOSED	6418
HANDICAP DOORS	SHEREE FINCH	3/5/2009 10:03	CLOSED	6422
MOVE COMMUNICATION BOX (POSSIBLY)	KRISTY VIGIL	3/5/2009 16:45	CLOSED	6451
FIX CARPET IN MINNICKS OFFICE	ERIC JENSEN	3/6/2009 8:38	CLOSED	6456
DRIVE UP DROP BOX	EVALYN NICHOLS	3/6/2009 8:58	CLOSED	6458
REPAIR WALL AND MOVE CONF. ROOM SIGN	BECKY LICARI	3/6/2009 9:43	CLOSED	6460
HAUL A BOX	MARITA HAWKER	3/6/2009 15:12	CLOSED	6469
LIGHTS IN PLANNING DEPT	KARIE GLENN	3/9/2009 9:09	CLOSED	6477
DESK MAINTENANCE/SWITCH LOCATION	SARAH WHEELER	3/9/2009 11:44	CLOSED	6489
SERVER ROOM DOOR ISN'T LATCHING WHEN CLOSING	BRAD LLOYD	3/9/2009 11:57	CLOSED	6490
LOCK ON DESK DRAWER	KRISTY VIGIL	3/9/2009 13:26	CLOSED	6494
ASSEMBLE PLAN RACK ORGANIZE AND LABEL PLANS	ERIC JENSEN	3/9/2009 16:22	CLOSED	6499
LIGHT OUT IN 3RD FLOOR GALLERY AREA	ERIC JENSEN	3/10/2009 9:11	CLOSED	6510
INSTALL PHONES IN SPECIAL HAZARD AREAS	ERIC JENSEN	3/10/2009 10:58	CLOSED	6514
WOMENS BATHROOM BASEMENT DOOR STICKING	ERIC JENSEN	3/10/2009 16:12	CLOSED	6524
SETTLING CRACKS	ANNA CANNING	3/11/2009 8:14	CLOSED	6528
RACKING IN BASEMENT CLERK'S AREA	JAYCEE HOLMAN	3/11/2009 10:54	CLOSED	6535
CHAIRS NEEDED	SHEREE FINCH	3/11/2009 13:57	CLOSED	6544
TIME MANAGEMENT	PEGGY GARDNER	3/11/2009 14:29	CLOSED	6548

Case Management

4/9/2010

Title	Created By	Created On	Status	Ticket
BULB REPLACEMENT	PEGGY GARDNER	3/11/2009 14:30	CLOSED	6549
BROKEN CHAIR IN PUBLIC WORKS CONFERENCE ROOM	MARITA HAWKER	3/12/2009 11:46	CLOSED	6570
DOOR	SCOTT STECKLINE	3/13/2009 8:57	CLOSED	6588
PROGRAMMING LIGHTS TO REMAIN ON	RACHEL MYERS	3/13/2009 9:14	CLOSED	6590
REVERSE LOCK ON DAIS DOOR	JAYCEE HOLMAN	3/13/2009 15:07	CLOSED	6601
MOVE HAND SANITIZER AND HANG TWO BULLETIN BOARDS NEXT TO TV IN WORKOUT ROOM	BRAD LLOYD	3/13/2009 16:38	CLOSED	6603
LARGE MIRROR NEEDED FOR WORKOUT ROOM WALL (IN NOOK BY THE EXERCIZE BALLS)	BRAD LLOYD	3/13/2009 16:41	CLOSED	6605
MONTHLY FIRE EX INSPECTION	ERIC JENSEN	3/16/2009 8:57	CLOSED	6609
MAYOR'S OFFICE BATHROOM SMELL	ROBERT SIMISON	3/16/2009 13:12	CLOSED	6621
FIX HANDLES ON MAYORS OFFICE ENTRY DOORS	ERIC JENSEN	3/16/2009 15:04	CLOSED	6626
FREEZE TEST OF TOP CAPS	KEITH WATTS	3/16/2009 15:21	CLOSED	6627
WET CEILING TILE IN OFFICE	NANCY POWERS	3/17/2009 8:23	CLOSED	6634
TRAP PRIMER ISSUE IN MEN'S ROOM ON 3RD FLOOR	BRAD LLOYD	3/17/2009 11:11	CLOSED	6642
DELIVER ADDITIONAL CHAIRS TO PW TRAINING ROOM	BECKY LICARI	3/17/2009 11:39	CLOSED	6644
NEED BOXES	MARITA HAWKER	3/18/2009 8:30	CLOSED	6660
FOUL SMELL - POSSIBLY SEWER GAS - IN BASEMENT CUSTODIAL ROOM	BRAD LLOYD	3/18/2009 13:07	CLOSED	6669
SHOWERS	SCOTT STECKLINE	3/18/2009 15:45	CLOSED	6675
ADJUST TOILET FLOW IN MENS SECOND FLOOR BATHROOM	ERIC JENSEN	3/19/2009 12:47	CLOSED	6697
1ST FLOOR LADIES ROOM	EVALYN NICHOLS	3/19/2009 14:39	CLOSED	6705
MUBS LOBBY DOORS	EVALYN NICHOLS	3/19/2009 14:40	CLOSED	6706
MUBS LOBBY DOORS	KARIE GLENN	3/20/2009 7:37	CLOSED	6714
LIGHTS AND CABINET DOOR	JENNIFER SHAW	3/20/2009 8:52	CLOSED	6715
MAP RAILS	BARBARA SHIFFER	3/23/2009 9:52	CLOSED	6730
DISCUSS JANITORIAL CONCERNS/DAMAGES	BECKY LICARI	3/24/2009 10:06	CLOSED	6743
HANG BROCHURE HOLDER	CHRISTINE BOUCHER	3/24/2009 10:13	CLOSED	6744
MOUNT LITERATURE DISPLAY RACK	RACHEL MYERS	3/24/2009 10:21	CLOSED	6745
FAUCETS IN MEN'S ROOM (3RD FLOOR) NOT RESPONDING QUICKLY - AA BATTERIES NEEDED	BRAD LLOYD	3/25/2009 10:03	CLOSED	6774
HVAC MAKING LOUD RATTLING NOISES IN THE IT TRAINING ROOM	BRAD LLOYD	3/25/2009 10:05	CLOSED	6775
FRONT DOORS	ANNA CANNING	3/26/2009 8:06	CLOSED	6791

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Title	Created By	Created On	Status	Ticket
FRONT DOORS - HANDICAP ACCESS	PEGGY GARDNER	3/26/2009 9:36	CLOSED	6796
LADIES RESTROOM ISSUES ON THIRD FLOOR	SHERRIE EWING	3/26/2009 10:39	CLOSED	6800
DRAIN IN IT DEPT. SINK IS REALLY SLOW	BRAD LLOYD	3/26/2009 17:14	CLOSED	6811
LIGHT OUT	JENNIFER SHAW	3/27/2009 7:40	CLOSED	6812
LOBBY DOOR LEFT OPEN	STACY KILCHENMANN	3/27/2009 8:08	CLOSED	6813
ELEVATOR PROBLEM ?	PEGGY GARDNER	4/1/2009 15:24	CLOSED	6902
I WOULD LIKE TO REQUEST THAT ERIC JENSEN (MAINTENANCE) INSTALL THREE MORE STORAGE RACKS FOR BUILDING SERVICES IN THE BASEMENT	BRENT BJORNSEN	4/2/2009 8:39	CLOSED	6907
LIGHT OUT	BECKY LICARI	4/2/2009 9:31	CLOSED	6909
LEAK IN ROOF	BECKY LICARI	4/2/2009 9:32	CLOSED	6910
METAL SHELVEING	RACHEL MYERS	4/2/2009 11:29	CLOSED	6914
MORE BOXES	MARITA HAWKER	4/2/2009 15:30	CLOSED	6923
IDAHO POWER ENERGY AUDIT	ROBERT SIMISON	4/6/2009 21:51	IN PROGRES	6969
CONNECT MONITOR IN MAYORS CONFERENCE ROOM TO CONFERENCE TABLE	ROBERT SIMISON	4/6/2009 21:55	CLOSED	6970
COMPUTER MONITORS	ROBIN JACK	4/7/2009 8:13	CLOSED	6972
HANDICAPPED DOORS	SHEREE FINCH	4/7/2009 10:31	CLOSED	6978
LEAK IN MAYOR'S SMALL CONFERENCE ROOM	ROBERT SIMISON	4/7/2009 19:45	CLOSED	6994
LOOKING FOR 2 FILE CABINET AND WHITE BOARD	BECKY LICARI	4/8/2009 10:56	CLOSED	7006
BASEMENT SHELVEING	RACHEL MYERS	4/8/2009 10:56	CLOSED	7005
HANG PICTURE IN MY OFFICE	TARA GREEN	4/9/2009 9:50	CLOSED	7020
FIX SINK IN MPR BREAK ROOM	RACHEL MYERS	4/10/2009 9:12	CLOSED	7033
DELIVER DRAFT TABLE IN PW CAGE TO ENG, MNGR. OFFICE	BECKY LICARI	4/13/2009 8:39	CLOSED	7043
CHANGE OUT FILTERS ON HUNTAIR AIR HANDLERS	ERIC JENSEN	4/13/2009 9:05	CLOSED	7047
3RD FLOOR BATHROOM TRAP NOT WORKING	KEITH DANIELSEN	4/14/2009 10:19	CLOSED	7074
REMOVE BOOKCASE & METAL BOX FROM DD OFFICE	BECKY LICARI	4/14/2009 11:31	CLOSED	7077
TOILET SEAT IN 2ND STALL OF 2ND FL. LADIES RESTROOM IS LOOSE	BECKY LICARI	4/14/2009 12:20	CLOSED	7079
HANG WHITE BOARD IN DD OFFICE	BECKY LICARI	4/14/2009 12:25	CLOSED	7080
SIGN AT OLD LOCATION	KRISTY VIGIL	4/14/2009 14:35	CLOSED	7087
IT TRAINING LAB NOISY HVAC	BRAD LLOYD	4/14/2009 15:51	CLOSED	7091

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Title	Created By	Created On	Status	Ticket
CLOCK	JENNIFER SHAW	4/14/2009 15:51	CLOSED	7090
PTRAP IN MEN'S 3RD FLOOR RESTROOM IS RANK!	BRAD LLOYD	4/15/2009 11:17	CLOSED	7101
THERMO IN PW CONFERENCE ROOM	KARIE GLENN	4/15/2009 14:03	CLOSED	7114
NEW JANTIOR MONITORING	KARIE GLENN	4/15/2009 14:18	CLOSED	7115
RECYCLE BINS	MINDI SMITH	4/16/2009 8:22	CLOSED	7118
FINANCE DEPT LOBBY DOORS	EVALYN NICHOLS	4/20/2009 8:35	CLOSED	7147
ROOF LEAK IN ANDREA'S OFFICE	ANDREA	4/20/2009 11:43	CLOSED	7161
PURCHASE 20' INDOOR EXTESION CORD FOR ENG. MANAGER OFFICE	BECKY LICARI	4/21/2009 9:19	CLOSED	7183
MOVE AIR VENT	SHERRIE EWING	4/21/2009 11:05	CLOSED	7190
FINANCE LOBBY DOOR	EVALYN NICHOLS	4/22/2009 8:02	CLOSED	7207
REMOVE EXTRA CHAIRS FROM CONF ROOM A&B	SHEREE FINCH	4/22/2009 8:49	CLOSED	7212
DISREGARD LAST REQUEST	SHEREE FINCH	4/22/2009 8:57	CLOSED	7213
ELEVATORS	TOM JOHNSON	4/22/2009 10:03	CLOSED	7217
REPLACE BULB IN MAYOR'S LOBBY	PEGGY GARDNER	4/22/2009 13:12	CLOSED	7222
MOVE LIGHTING IN ART GALLERY	PEGGY GARDNER	4/22/2009 13:13	CLOSED	7223
MOUNT BULLETIN BOARD IN IT AREA	BRAD LLOYD	4/23/2009 9:33	CLOSED	7241
GET REAL DOOR SIGN - NAME PLATE FOR TERRY PATERNOSTER'S OFFICE	BRAD LLOYD	4/23/2009 9:35	CLOSED	7242
MINNICK'S OFFICE NEW CUBICLES PREP	MARITA HAWKER	4/23/2009 9:39	CLOSED	7243
CITY HALL - ILLEAGAL BACKFLOW ASSEMBLY	MICHAEL ZEITER	4/23/2009 14:20	CLOSED	7254
RELOCATE RISER ROOM SIGN FROM NORTH ELEC. ROOM 1ST FLR.	BRENT BJORNSON	4/25/2009 9:55	CLOSED	7269
CALL ELECTRICIAN (JOHN) FOR LOBBY ART MOTOR	BRENT BJORNSON	4/25/2009 12:36	CLOSED	7270
DESK FOR WASTEWATER	KARIE GLENN	4/27/2009 8:05	CLOSED	7271
ROOF DRAINS - PLUGGED AND BACKING UP INTO THE BUILDING	KARIE GLENN	4/29/2009 7:52	CLOSED	7313
MAINTENANCE VAN	KARIE GLENN	4/29/2009 7:54	CLOSED	7314
ASSEMBLE 4 METAL RACKS IN BASEMENT STORAGE	RACHEL MYERS	4/29/2009 15:17	CLOSED	7329
REMOVE TILE IN MINNICK'S OFFICE BY 9:00 FRI.FOR CABLE TO BE RUN	MARITA HAWKER	4/30/2009 11:29	CLOSED	7340
MOVE ELECTRICAL BOXES IN ENGINEERING MANAGER OFFICE	BECKY LICARI	4/30/2009 12:50	CLOSED	7342
STAINED TILE IN MAYOR WEST CONF. ROOM	ERIC JENSEN	5/1/2009 16:39	CLOSED	7360
TOILET IN MEN BASEMENT BATHROOM EAST STALL STICKING	ERIC JENSEN	5/1/2009 16:41	CLOSED	7361
DATA BOX IN FLOOR	JENNIFER SHAW	5/4/2009 9:01	CLOSED	7370

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Title	Created By	Created On	Status	Ticket
POWER BOX NEEDS TO BE MOVED IN MINNICK'S OFFICE	MARITA HAWKER	5/4/2009 9:08	CLOSED	7371
RETURN CLERKS CHAIRS TO STORAGE & PROJECTOR SCREEN TO IT	BECKY LICARI	5/4/2009 9:43	CLOSED	7374
TROUBLE ON FIRE ALARM PANEL	ERIC JENSEN	5/4/2009 9:56	CLOSED	7375
BATTERY OVERCHARGE ALARM ON GENERATOR	ERIC JENSEN	5/4/2009 9:57	CLOSED	7376
COKE SPILLED IN ELEVATOR	SHEREE FINCH	5/4/2009 15:15	CLOSED	7393
INSTALL WINDOW IN MAINTAINENCE OFFICE DOOR	ERIC JENSEN	5/5/2009 13:04	CLOSED	7410
CEILING TILES NEED FIXED	CHRISTINE BOUCHER	5/6/2009 10:39	CLOSED	7421
FIRE CORRECTION NOTICE - DATED 4/15/09	KARIE GLENN	5/7/2009 8:08	CLOSED	7440
MENS RESTROOM	MINDI SMITH	5/7/2009 14:58	CLOSED	7453
SERVICE ALL CORRIDOR HEAT UNITS INCLUDING FRONT ENTRY O&M	ERIC JENSEN	5/7/2009 16:27	CLOSED	7460
INSTALL POST FOR ADDITION CITY HALL SINAGE REQUESTED BY ROBERT	ERIC JENSEN	5/7/2009 16:29	CLOSED	7461
BORROW VACUUM	SHEREE FINCH	5/11/2009 7:25	CLOSED	7478
HAND SOAP IN MEN'S RESTROOM - 1ST FLOOR SOUTH	RICK JACKSON	5/11/2009 9:31	CLOSED	7487
FAUCET NOT ACTIVATING IN MENS BASEMENT RESTROOM	ERIC JENSEN	5/11/2009 10:12	CLOSED	7489
SERVICE STAND ALONE HVAC UNITS IN ELEVATOR MECH ROOM / ELECT. ROOM	ERIC JENSEN	5/11/2009 10:14	CLOSED	7490
LIGHTS OUT IN MAIN ENTRY PORTICO	ERIC JENSEN	5/11/2009 12:12	CLOSED	7502
LIGHTS OUT IN FRONT OF COUNCIL CHAMBERS	ERIC JENSEN	5/11/2009 12:12	CLOSED	7501
REPLACE CEILING TILE IN MEETING ROOM NEXT TO LUKES OFFICE 3RD FLOOR	ERIC JENSEN	5/11/2009 12:13	CLOSED	7503
FIRE DEPT STORAGE ROOM	JUDY GERHART	5/12/2009 15:54	CLOSED	7524
SERVICE VAV UNITS	ERIC JENSEN	5/12/2009 16:24	CLOSED	7526
LOCK MECH'S IN FRONT DOORS (HANDICAP) ARE STILL NOT FUNCTIONING	KEITH DANIELSEN	5/12/2009 19:03	CLOSED	7529
MOVE TWO FLOOR BOXES	TERRY PATERNOSTER	5/13/2009 10:20	CLOSED	7534
BACKFLOW DEVICE	TOM JOHNSON	5/13/2009 12:01	CLOSED	7542
PAINT STAIRWELL TO MEZ	ERIC JENSEN	5/13/2009 12:53	CLOSED	7543
LIGHT BULB OUT IN 3RD FLOOR MEN'S RESTROOM	BRAD LLOYD	5/14/2009 14:39	CLOSED	7569
EXTRA TABLES	SHEREE FINCH	5/18/2009 8:51	CLOSED	7589

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Title	Created By	Created On	Status	Ticket
RE-INSTALL SIGN ON BILL NARY'S FRONT DOOR	MICHELLE ALBERTSON	5/18/2009 9:52	CLOSED	7595
THERMOSTAT	C. CALEB HOOD	5/18/2009 12:58	CLOSED	7604
MY OFFICE DOES NOT COOL DOWN	KEITH WATTS	5/18/2009 16:27	CLOSED	7612
REMOVE TABLES	SHEREE FINCH	5/19/2009 8:34	CLOSED	7621
SPRINKLER LINE BREAK	TOM JOHNSON	5/19/2009 9:22	CLOSED	7623
BOOKSHELF MOVEMENT	MICHELLE ALBERTSON	5/19/2009 14:40	CLOSED	7633
SOAP DISPENSER IN FIRST FLOOR WOMENS BATHROOM IS BROKEN	NANCY RADFORD	5/19/2009 14:43	CLOSED	7634
THERMOSTAT ISSUES	JACY JONES	5/19/2009 15:04	CLOSED	7636
FLOOR BOX	JENNIFER LUSK	5/19/2009 15:25	CLOSED	7637
LIGHTS ATTACHED TO FRONT OF BUILDING	KARIE GLENN	5/20/2009 8:25	CLOSED	7642
BUILDING NOT HOLDING TEMPSET POINTS	ERIC JENSEN	5/20/2009 8:29	CLOSED	7643
HVAC PROBLEM IN COUNCIL CHAMBERS TUE. MEETING	ERIC JENSEN	5/20/2009 8:30	CLOSED	7644
HVAC ROOF STAT NOT ACCURATE	ERIC JENSEN	5/20/2009 8:30	CLOSED	7645
AGENDA BOARD	SHEREE FINCH	5/20/2009 10:38	CLOSED	7647
LOOSE CARPET IN FRONT OF MINNICKS OFFICE	ERIC JENSEN	5/20/2009 11:34	CLOSED	7650
REMODEL MUBS COUNTER	RETA	5/21/2009 8:02	CLOSED	7662
DRYWALL DAMAGE	KYLE RADEK	5/21/2009 8:38	CLOSED	7665
MOVE AIR VENT TO THE SOUTH	KEITH WATTS	5/21/2009 10:57	CLOSED	7670
ITEMS NOT BEING COMPLETED BY JANITORIAL STAFF	BECKY LICARI	5/21/2009 11:01	CLOSED	7671
SWAP CUBICLE WALLS	KRISTY VIGIL	5/21/2009 11:01	CLOSED	7672
MOVE PHONE JACK BOX IN TRAINING ROOM TO CENTER OF ROOM	BECKY LICARI	5/21/2009 14:33	CLOSED	7680
BACK DOOR TO OUTSIDE NEAR FINANCE	TODD LAVOIE	5/22/2009 9:43	CLOSED	7689
WHITE OUTLETS IN NEW CUBE FLOOR BOX ARE DEAD - DP4 LC3A 16, 18	BRAD LLOYD	5/26/2009 11:18	CLOSED	7708
AUTOMATIC BLIND IN THE CITY COUNCIL CONFERENCE ROOM	JAYCEE HOLMAN	5/26/2009 21:14	CLOSED	7718
FRONT DOORS HANDICAPPED SIDE	JAYCEE HOLMAN	5/26/2009 21:15	CLOSED	7719
BOXES IN STORAGE & NEW BOXES	MARITA HAWKER	5/27/2009 8:44	CLOSED	7722
LIGHT BULB OUT IN GALLERY	PEGGY GARDNER	5/27/2009 9:11	CLOSED	7723
PAINT BASEMENT DOORS WITH NEWLY INSTALLED WINDOWS	ERIC JENSEN	5/27/2009 13:52	CLOSED	7737
CUBICLE WORK	KRISTY VIGIL	5/27/2009 15:16	CLOSED	7738
MOVING WHITE BOARD	SARAH WHEELER	5/27/2009 15:17	CLOSED	7739
IN & OUT MAIL BOXES	PEGGY GARDNER	5/28/2009 8:21	CLOSED	7741
COLD IN CLERKS OFFICE	ERIC JENSEN	5/28/2009 10:19	CLOSED	7746

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Title	Created By	Created On	Status	Ticket
ENERGY AUDIT BY IDAHO POWER / MAYOR REQUEST	ERIC JENSEN	5/28/2009 10:20	CLOSED	7747
MOVE VENT OUT OF OFFICE	SARAH WHEELER	5/28/2009 11:22	CLOSED	7750
MOVE VENT	SARAH WHEELER	5/29/2009 10:50	CLOSED	7777
INSTALL AIR FREESHNERS IN BATHROOMS	ERIC JENSEN	5/29/2009 12:57	CLOSED	7779
RUSTING	TOM JOHNSON	6/1/2009 9:52	CLOSED	7789
AIR VENT	TOM JOHNSON	6/1/2009 16:49	CLOSED	7808
LEAK IN CEILING	CHRISTINE BOUCHER	6/2/2009 8:01	CLOSED	7810
MUSTY SMELL IN HR OFFICE	ERIC JENSEN	6/2/2009 9:58	CLOSED	7812
RE-INSTALL BASE AT BACK LOADING DOCK	ERIC JENSEN	6/2/2009 10:43	CLOSED	7816
INSTALL LIGHT OVER WORK BENCH	ERIC JENSEN	6/2/2009 11:16	CLOSED	7817
NOISEY FRONT DOOR	MARITA HAWKER	6/2/2009 14:43	CLOSED	7825
LOWER UTILITY DROP BOX	KEITH WATTS	6/2/2009 15:50	CLOSED	7828
ROOF LEAK @ 3RD FLOOR CENTER STAIR MANWAY	ERIC JENSEN	6/2/2009 17:01	CLOSED	7831
MAYOR'S OFFICE IS WHISTLING	PEGGY GARDNER	6/3/2009 13:22	CLOSED	7852
PLEASE HANG COAT RACK IN CUBICLE	KRISTY VIGIL	6/4/2009 12:59	CLOSED	7868
THE OTHER DOOR HAS A SLIPPED STRIP NOW.	MARITA HAWKER	6/8/2009 15:31	CLOSED	7904
MOVE AED SIGNS TO UNOBSTRUCTED HEIGHT	ERIC JENSEN	6/8/2009 16:16	CLOSED	7905
INSTALL SINAGE ABOVE ALL OPEN ACCESS FIRE EXTINGUISHER CABINETS	ERIC JENSEN	6/8/2009 16:17	CLOSED	7906
HANG MADC PLAQUE IN FIRST FLOOR	ROBERT SIMISON	6/9/2009 16:49	CLOSED	7912
PLEASE PUT SHELVES IN BASEMENT UNIT TOGETHER	MICHELLE ALBERTSON	6/10/2009 9:07	CLOSED	7917
CARD READER NOT WORKING	MARITA HAWKER	6/10/2009 10:08	CLOSED	7920
PULL FLOOR AND CHECK FIRE DAMPNER OPERATION IN COUNCIL CONF. ROOM	ERIC JENSEN	6/11/2009 13:08	CLOSED	7940
SEE ME ABOUT DAIRY DAYS SIGNS	PEGGY GARDNER	6/12/2009 8:15	CLOSED	7946
FIX PARKING SIGNS AT OLD CITY HALL LOT	ROBERT SIMISON	6/12/2009 8:49	CLOSED	7949
CLEAN ROOF DRAIN BASINS	ERIC JENSEN	6/12/2009 10:59	CLOSED	7950
CLEAN ROOF DRAIN OVERFLOWS	ERIC JENSEN	6/12/2009 10:59	CLOSED	7951
REQUEST TO FIX CARPET TILE IN OFFICE	CRYSTAL RITCHIE	6/12/2009 12:49	CLOSED	7953
MOVE FLOOR VENT IN BILL NARY'S OFFICE	ERIC JENSEN	6/12/2009 16:48	CLOSED	7957

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Title	Created By	Created On	Status	Ticket
NUMBER STALLS IN EAST PARKING LOT	ERIC JENSEN	6/15/2009 8:05	CLOSED	7965
REQUEST TO REMOVE OVERHEAD CABINET IN HR OFFICE	CRYSTAL RITCHIE	6/15/2009 9:05	CLOSED	7971
INSTALL SPECIAL HAZARD SIGNS AS REQUIRED BY FIRE DEPT	ERIC JENSEN	6/16/2009 10:01	CLOSED	7994
ROOF LEAK BETWEEN SOUTH AIR HANDLER & PENTHOUSE AT FIRE RISER	ERIC JENSEN	6/16/2009 10:06	CLOSED	7995
MAIN DIRECTORY SIGN ON 1ST FLOOR NORTH WALL LETTERING IS WRINKLED	ERIC JENSEN	6/16/2009 10:12	CLOSED	7996
JANITORIAL COMPLAINTS AT POLICE STATION	ERIC JENSEN	6/16/2009 10:16	CLOSED	7997
ROOF LEAK OVER 3RD SOUTH EAST	ERIC JENSEN	6/16/2009 16:10	CLOSED	8011
MOVE FLOOR BOX IN BILL NARY'S OFFICE	ERIC JENSEN	6/16/2009 16:42	CLOSED	8014
MOVE TABLE IN HR	ERIC JENSEN	6/16/2009 16:51	CLOSED	8015
CIGARETTE BUTT CATCHER FOR PLAZA TRASH CANS	ROBERT SIMISON	6/16/2009 17:03	CLOSED	8016
SHARP EDGE ON DOOR	SHEREE FINCH	6/17/2009 8:50	CLOSED	8019
LIGHT OUT IN FIXTURE NORTH END BASEMENT HALL	ERIC JENSEN	6/18/2009 11:01	CLOSED	8043
LABEL YAMAS CONTROL BOXES IN COMM ROOMS	ERIC JENSEN	6/18/2009 11:02	CLOSED	8045
CLEAN ELECTRICAL ROOMS ON EACH FLOOR	ERIC JENSEN	6/18/2009 11:02	CLOSED	8044
FLOOR VENT	LESLIE REESE	6/19/2009 15:32	CLOSED	8074
#1 ELEVATOR NOT OPERATING	ERIC JENSEN	6/22/2009 8:05	CLOSED	8079
LIGHT OUT	MARITA HAWKER	6/22/2009 9:01	CLOSED	8083
REMOVE AIR VENT	MARIA EDWARDS	6/22/2009 10:34	CLOSED	8089
MOVE 3 VENTS IN CLERKS AREA	ERIC JENSEN	6/22/2009 15:15	CLOSED	8105
MOVE FREE AIR VENT IN FINIANCE	ERIC JENSEN	6/22/2009 15:16	CLOSED	8106
MOVE VENT IN TIM CURNS OFFICE PW 2ND FLOOR	ERIC JENSEN	6/22/2009 15:18	CLOSED	8107
EMERGENCY LIGHT IN TROUBLE AT NORTH END OF BASEMENT HALLWAY	ERIC JENSEN	6/22/2009 15:35	CLOSED	8108
MAYOR'S CONFERENCE ROOM PROJECTOR	ROBERT SIMISON	6/22/2009 19:53	CLOSED	8112
STAPLE REMOVAL	EVALYN NICHOLS	6/23/2009 17:10	CLOSED	8129
CAN LIGHT IN CHAMBERS IS OUT	SHEREE FINCH	6/24/2009 15:44	CLOSED	8149
DOORS TO CLERKS OFFICE STICK	SHEREE FINCH	6/24/2009 15:44	CLOSED	8148
TOOL INVENTORY LIST	ERIC JENSEN	6/25/2009 8:45	CLOSED	8155
INSTALL FULL-LENGTH MIRROR IN BASEMENT MEN'S LOCKER ROOM	BRAD LLOYD	6/25/2009 9:29	ON HOLD	8159

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Title	Created By	Created On	Status	Ticket
INSTALL FULL STRIP OF COAT HOOKS OVER BENCH IN BASEMENT MEN'S LOCKER ROOM	BRAD LLOYD	6/25/2009 9:49	ON HOLD	8160
MOTION SENSOR OUT MENS URNAL HERITAGE BUILDING	ERIC JENSEN	6/25/2009 10:14	CLOSED	8161
GROMET HOLE	EVALYN NICHOLS	6/25/2009 12:49	CLOSED	8167
MAG LOCKS ON HERITAGE BUILDING	ERIC JENSEN	6/26/2009 10:08	CLOSED	8195
FREIGHT ELEVATOR NOT WORKING	KEITH DANIELSEN	6/30/2009 16:10	CLOSED	8266
ITS SUMMER	PEGGY GARDNER	7/1/2009 8:47	CLOSED	8268
SERVICE BASEMENT VAV #4	ERIC JENSEN	7/1/2009 11:03	CLOSED	8271
COLD IN THE PLANNING DEPARTMENT LOBBY	BARBARA SHIFFER	7/2/2009 9:31	CLOSED	8280
BUGS IN THE WINDOW	PEGGY GARDNER	7/2/2009 10:57	CLOSED	8282
TEST	MIKE TANNER	7/6/2009 12:21	CLOSED	8301
DRYWALL DAMAGE	TERRY PATERNOSTER	7/6/2009 12:28	CLOSED	8303
AIR CONDITIONING VENT IS NOISY	MARITA HAWKER	7/7/2009 8:08	CLOSED	8313
CREATE CLOSET IN CONFERENCE ROOM A&B	ROBERT SIMISON	7/8/2009 10:57	CLOSED	8332
ENTRY DOORS STICK	MARITA HAWKER	7/8/2009 11:09	CLOSED	8333
HOT WATER	SCOTT STECKLINE	7/8/2009 14:14	CLOSED	8336
MUBS LOBBY DOOR	EVALYN NICHOLS	7/9/2009 8:04	CLOSED	8344
REPLACE CEILING TILE WITH WATER STAIN OUTSIDE OF HR OFFICE	CRYSTAL RITCHIE	7/9/2009 9:24	CLOSED	8348
HANG PLAQUE	PEGGY GARDNER	7/9/2009 9:31	CLOSED	8350
WET CEILING TILES!	MICHELLE ALBERTSON	7/13/2009 10:48	CLOSED	8378
TURN UP AIR CONDITIONING IN FINANCE DEPARTMENT WE ARE ALL FREEZING	STACY KILCHENMANN	7/15/2009 8:36	CLOSED	8406
REPLACE CEILING TILE IN SMALL CONF. ROOM MAYOR AREA	ERIC JENSEN	7/15/2009 11:02	CLOSED	8408
INSTALL RESTROOM SIGNS ON HERITAGE BUILDING	ERIC JENSEN	7/15/2009 13:06	CLOSED	8412
FREIGHT ELEVATOR NOT WORKING #3	ERIC JENSEN	7/16/2009 10:16	CLOSED	8420
TURN AROUND BENCH IN PLAZA	ROBERT SIMISON	7/17/2009 10:46	CLOSED	8434
HANDICAPPED DOORS NOT CLOSING	SHEREE FINCH	7/20/2009 7:26	CLOSED	8437
ELEVATOR BROKEN	PEGGY GARDNER	7/20/2009 16:28	CLOSED	8456
NORTH DOOR WAS OPEN	SHERRIE EWING	7/21/2009 7:54	CLOSED	8460
MOVE FILING CABINETS ON FRIDAY, JULY 24TH	MICHELLE ALBERTSON	7/21/2009 11:01	CLOSED	8464
THE REAR DOOR BY THE LOADING DOCK WON'T SHUT BY ITSELF, THE ONE BEHIND THE GENERATOR	MIKE TANNER	7/22/2009 7:28	CLOSED	8477
OPEN DOORS	TOM JOHNSON	7/22/2009 8:20	CLOSED	8479

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Title	Created By	Created On	Status	Ticket
HEAT ON IN 100 DEGREE WEATHER	PEGGY GARDNER	7/22/2009 8:31	CLOSED	8480
NORTH WEST DOOR	KEITH WATTS	7/22/2009 11:55	CLOSED	8489
DISPLAY BOX IN COUNCIL CHAMBERS	BILL NARY	7/22/2009 13:58	CLOSED	8496
HANG A WHITEBOARD IN MY OFFICE.	SHANE LIM	7/22/2009 17:12	CLOSED	8501
NORTH DOOR WAS OPEN THIS MORNING	SHERRIE EWING	7/23/2009 7:44	CLOSED	8502
CLERKS LOBBY DOOR DOES NOT LOCK	SHEREE FINCH	7/23/2009 8:17	CLOSED	8503
MOUNT T.V. IN FIRE ADMIN CONFERENCE ROOM	RON ANDERSON	7/23/2009 11:31	CLOSED	8511
MOUNT T.V. IN FIRE ADMIN CONFERENCE ROOM	RON ANDERSON	7/23/2009 11:39	CLOSED	8512
LIGHT BULB OVER 3RD FLOOR MEN'S ROOM DOOR (OUTSIDE) IS DEAD	BRAD LLOYD	7/23/2009 15:51	CLOSED	8522
BASEMENT MEN'S LOCKER ROOM FLOOR IS FILTHY - NEEDS SWEEPED & MOPPED	BRAD LLOYD	7/23/2009 15:51	CLOSED	8523
WEIGHT ROOM FLOOR NEEDS VACUUMED	BRAD LLOYD	7/23/2009 15:52	CLOSED	8524
FAMILY BATHROOM SECOND FLOOR LEAKING RPT BY PETER FRIEDMAN	ERIC JENSEN	7/23/2009 16:48	CLOSED	8525
MAIN ENTRY DOORS NOT LOCKING AT NIGHT	KEITH DANIELSEN	7/24/2009 10:08	CLOSED	8530
REPLACE CARPET TILES IN HR OFFICE	CRYSTAL RITCHIE	7/24/2009 10:18	CLOSED	8531
REPAIR AND PAINT WALLS IN HR OFFICES (3) BEFORE TUESDAY	CRYSTAL RITCHIE	7/24/2009 10:22	CLOSED	8532
REPLACE LIGHT OUTSIDE BUILDING DEPT 1ST FLOOR SOUTH	ERIC JENSEN	7/24/2009 11:22	CLOSED	8540
TOO HOT	KEITH WATTS	7/27/2009 10:17	CLOSED	8553
BRING UP COFFEE TABLE F/BASEMENT TO ENG. MGR. OFFICE	BECKY LICARI	7/27/2009 11:00	CLOSED	8558
HANG PRJECTOR AND SCREEN	PEGGY GARDNER	7/28/2009 9:54	CLOSED	8572
LIGHT OUT HALL WAY ENTRY TO 2ND FLOOR PW	ERIC JENSEN	7/28/2009 13:04	CLOSED	8577
MOVE FURNITURE OUT OF HR OFFICE	ERIC JENSEN	7/28/2009 13:05	CLOSED	8578
CHECK OR REPAIR DOOR ON FRONT ENTRY OF POLICE STATION	ERIC JENSEN	7/28/2009 14:39	CLOSED	8587
LADIES RESTROOM FAUCETS NOT WORKING	ERIC JENSEN	7/28/2009 15:56	CLOSED	8590
BROKEN HANDICAP BUTTON	MARITA HAWKER	7/29/2009 8:52	CLOSED	8598
MOVE VENT UNDER MAYOR'S DESK	ROBERT SIMISON	7/29/2009 9:33	CLOSED	8600
1ST FLR WOMANS RESTROOM - BROKEN TOILET ROLL HOLDER	KARIE GLENN	7/29/2009 14:49	CLOSED	8611
HANG BULLETIN BOARD	KARIE GLENN	7/29/2009 16:11	CLOSED	8616

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Title	Created By	Created On	Status	Ticket
MOVE FLOOR BOXES AND INSTALL DESKS IN 3 ROOMS OF HR	ERIC JENSEN	7/30/2009 16:10	CLOSED	8636
CHECK ACCURACY OF 2 THERMOSTATS IN CONF. ROOM & LOBBY	BECKY LICARI	7/31/2009 11:11	CLOSED	8645
THERMOSTAT PROBLEM	MARITA HAWKER	7/31/2009 14:23	CLOSED	8647
SLOW DRAIN IN IT BREAKROOM SINK	BRAD LLOYD	8/4/2009 7:57	CLOSED	8665
SLOW DRAIN IN LEFT-SIDE BASEMENT MEN'S ROOM SINK	BRAD LLOYD	8/4/2009 7:58	CLOSED	8666
DIAGNOSE AND REPLACE SMOKE HEAD IN SERVER ROOM FLOOR	ERIC JENSEN	8/4/2009 9:06	CLOSED	8669
WINDOW WASHING	PEGGY GARDNER	8/4/2009 9:06	CLOSED	8668
REPLACE BELTS AND SERVICE DATA AIR UNITS IN IT	ERIC JENSEN	8/4/2009 9:09	CLOSED	8670
INTERCOM @ BACK DOCK NOT WORKING	ERIC JENSEN	8/4/2009 11:17	CLOSED	8671
PLEASE MOVE POSITION PLATES ON OUTSIDE OF OFFICE DOORS	MICHELLE ALBERTSON	8/5/2009 10:58	CLOSED	8688
MOVE VENT	JUDY GERHART	8/5/2009 14:32	CLOSED	8691
A FEW THINGS NEEDED DONE	ALISON ALDAPE	8/6/2009 10:09	CLOSED	8703
PLEASE INSTALL COAT HANGERS BEHIND THE DOORS IN HR & LEGAL OFFICES	MICHELLE ALBERTSON	8/7/2009 9:03	CLOSED	8711
METAL FLASHING IS OFF OVER FRONT ENTRY	ERIC JENSEN	8/7/2009 11:36	CLOSED	8714
FILE FOLDER RAILS	ALLISON ALDAPE	8/13/2009 11:45	CLOSED	8776
VENTS IN STEVE'S OFFICE	ALISON ALDAPE	8/14/2009 10:15	CLOSED	8787
VALVE ON TOILET IN LADIES RESTROOM LEAKS	ERIC JENSEN	8/14/2009 16:37	CLOSED	8798
REPLACE WATER STAINED CEILING TILES OUTSIDE HR OFFICES	CRYSTAL RITCHIE	8/18/2009 7:47	CLOSED	8810
2ND FLOOR HANDICAP BATHROOM TOILET CAULKING CRACKED	BECKY LICARI	8/18/2009 15:39	CLOSED	8827
LIGHTS OUT IN LOBBY	ERIC JENSEN	8/18/2009 15:59	CLOSED	8828
HANDLE ON SINK	CHRISTINE BOUCHER	8/19/2009 8:18	CLOSED	8832
LIGHT BULB OUT JUST INSIDE DOOR OF 3RD FLOOR MEN'S ROOM	BRAD LLOYD	8/24/2009 8:52	CLOSED	8880
WHITE BOARD IN ENGINEERING HALLWAY	TIMOTHY CURNS	8/24/2009 16:29	CLOSED	8896
COPY OF ROOF WARRANTY TO KEITH WATTS	ERIC JENSEN	8/25/2009 11:08	CLOSED	8909
KEY CARD ACCESS TO DEPT	RACHEL MYERS	8/27/2009 12:49	CLOSED	8944
ELECICAL BOX	JUDY GERHART	8/27/2009 14:45	CLOSED	8948
REHANG SIGNS IN GALLERY	PEGGY GARDNER	8/28/2009 10:22	CLOSED	8958

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Title	Created By	Created On	Status	Ticket
PUT KICK-DOWN DOORSTOP ON IT TRAINING ROOM HALLWAY DOOR	BRAD LLOYD	8/28/2009 10:28	CLOSED	8959
FINANCE DEPARTMENT DOOR WILL NOT OPEN WITH CARD READER	STACY KILCHENMANN	8/28/2009 14:43	CLOSED	8966
SOUTH ENTRANCE DOOR WON'T CLOSE BY ITSELF	MIKE TANNER	8/31/2009 10:10	CLOSED	8977
REPLACE STAINED CARPET 1ST FLOOR BUILDING DEPT.	ERIC JENSEN	8/31/2009 16:48	CLOSED	8985
CHANGE OUT UNDER FLOOR FILTERS IN 1ST, 2ND & 3RD FLOOR	ERIC JENSEN	8/31/2009 16:49	CLOSED	8986
NOISY DOOR BACK ENTRY INTO MAYORS SUITE	ERIC JENSEN	9/1/2009 9:26	CLOSED	8993
SMUDGE IN PAINT ABOVE DOOR	PEGGY GARDNER	9/1/2009 11:13	CLOSED	8997
PATIO DOOR IS UNLOCKED	SHERRIE EWING	9/1/2009 14:31	CLOSED	9006
AMX TOUCHPANEL IN COUNCIL EXE CONFERENCE ROOM NEEDS REPAIRED	JAYCEE HOLMAN	9/2/2009 9:22	CLOSED	9022
VENT	BARBARA SHIFFER	9/2/2009 10:46	CLOSED	9027
MOVE DOOR RELEASE BUTTON AT FRONT DESK	JANICE SMITH	9/2/2009 11:14	CLOSED	9029
PATIO DOOR IS UNLOCKED	SHERRIE EWING	9/3/2009 11:55	CLOSED	9063
BROKEN SOAP DISPENSER IN LADIES ROOM	EMILY KANE	9/9/2009 17:02	CLOSED	9139
LIGHTING IN OFFICE	CLINT DOLSBY	9/11/2009 9:23	CLOSED	9161
LIGHT FIXTURE	PEGGY GARDNER	9/11/2009 13:07	CLOSED	9167
PAINT BALL ATTACK	PEGGY GARDNER	9/14/2009 10:54	CLOSED	9180
LEAKY TOILET	KATY FROST	9/14/2009 10:57	CLOSED	9181
HOT IN MY OFFICE	TERRY PATERNOSTER	9/14/2009 15:50	CLOSED	9190
DOOR BUZZER	MINDI SMITH	9/15/2009 7:36	CLOSED	9194
SPRAYING TOILET !!	TERRI RICKS	9/15/2009 8:06	CLOSED	9195
OBTAIN PRICING FOR FENCING POLICE STORAGE AREA / CHIEF LAVEY	ERIC JENSEN	9/15/2009 9:46	CLOSED	9197
TOILET LEAKING AT 8TH STREET WATER BLDG/ LADIES REST ROOM	ERIC JENSEN	9/15/2009 9:47	CLOSED	9198
ADJUST DOOR LATCH ON CITY CLERKS NORTH ENTRY DOOR	ERIC JENSEN	9/15/2009 10:14	CLOSED	9201
PROX CARDS NOT WORKING IN CLERKS OFFICE	JAYCEE HOLMAN	9/18/2009 9:29	CLOSED	9244
BADGE DOES NOT WORK ON CLERKS DOOR	SHEREE FINCH	9/21/2009 7:46	CLOSED	9253
DISCONNECT NOISY LIGHT IN OLD CITY HALL COUNCIL CHAMBERS	ERIC JENSEN	9/23/2009 9:39	CLOSED	9297
PLANNING SMALL CONFERENCE ROOM	BARBARA SHIFFER	9/28/2009 10:31	CLOSED	9352

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Title	Created By	Created On	Status	Ticket
PLEASE HANG WHITE BOARD IN BLUE CONFERENCE ROOM	MICHELLE ALBERTSON	9/28/2009 10:43	CLOSED	9353
FRONT DOOR HANGS UP	JUDY GERHART	9/28/2009 13:52	CLOSED	9358
WATER SHUT OFF VALVE COVER IS OFF	MARITA HAWKER	9/28/2009 14:43	CLOSED	9362
NOISY LIGHTS	KARIE GLENN	9/29/2009 8:11	CLOSED	9369
NOISY LIGHTS IN BRUCE F. OFFICE AND SCOTT S. OFFICE	ERIC JENSEN	9/29/2009 8:58	CLOSED	9372
PLEASE MOVE CABLE & TELEVISION	MICHELLE ALBERTSON	9/29/2009 10:46	CLOSED	9377
SECURITY DOOR NOT WORKING	SHERRIE EWING	9/29/2009 10:56	CLOSED	9379
TABLE IN LOBBY	SHEREE FINCH	9/29/2009 11:38	CLOSED	9380
RELOCATE POWER/DATA BOX IN IT CONFERENCE ROOM	BRAD LLOYD	9/29/2009 13:27	CLOSED	9386
HANG PICTURES IN IT	MICHELLE ALBERTSON	9/29/2009 13:56	CLOSED	9387
GLASS POCK MARKED IN MAYOR'S CONFERENCE ROOM	ROBERT SIMISON	9/29/2009 20:38	CLOSED	9388
SCREEN	PEGGY GARDNER	9/30/2009 15:48	CLOSED	9403
REMOVE CO-MINGLE RECYCLING IN SOUTH BASEMENT STAIR FIRE VIOLATION	ERIC JENSEN	10/1/2009 9:15	CLOSED	9414
FIRE TESTING ASSISTANCE W/ SIMPLEX	ERIC JENSEN	10/1/2009 9:18	CLOSED	9415
#2 BOILER IN ALARM	ERIC JENSEN	10/1/2009 9:19	CLOSED	9416
ALL HANDS MEETING	ERIC JENSEN	10/1/2009 9:28	CLOSED	9418
RATTTTLING AIR VENT UNDER FRONT DESK	BECKY LICARI	10/1/2009 10:17	CLOSED	9420
LIGHTS HUM IN CLINT DOLSBY'S OFFICE	BECKY LICARI	10/1/2009 10:18	CLOSED	9421
CO-ED BATHROOM BY LADIES RESTROOM 2ND FLOOR	JUDY GERHART	10/1/2009 10:45	CLOSED	9425
WARRANTY ISSUE-SCRATCH ON WINDOW	KATHY WANNER	10/1/2009 10:57	CLOSED	9427
FREIGHT ELEVATOR FINAL INSPECTION	ERIC JENSEN	10/1/2009 11:02	CLOSED	9428
BREAK ROOM FAUCET	ANNA CANNING	10/1/2009 13:37	CLOSED	9431
LOOSE HANDLE ON 2ND FLOOR MENS BATHROOM	ERIC JENSEN	10/1/2009 14:15	CLOSED	9432
FIRE DRILL & SIGNAL TEST	ERIC JENSEN	10/1/2009 15:36	CLOSED	9433
TRAP PRIMER NOT WORKING IN BASEMENT BICYCLE STORAGE	ERIC JENSEN	10/2/2009 15:39	CLOSED	9446
BULID FORM FOR BUILDING ACCESS	ERIC JENSEN	10/2/2009 15:41	CLOSED	9447
INVOICE AND P.O. PROCESSING OCT 2	ERIC JENSEN	10/2/2009 15:45	CLOSED	9448

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Title	Created By	Created On	Status	Ticket
OUR SINK IS REALLY SLOW DRAINING AND CLOGGED	SAM COLE	10/5/2009 8:06	CLOSED	9450
ORDER JANITORIAL SUPPLIES FOR CITY HALL	ERIC JENSEN	10/5/2009 8:25	CLOSED	9451
DAILEY MECHANICAL INSPECTION 10/05/09 -10/09/09	ERIC JENSEN	10/5/2009 8:28	CLOSED	9452
REVIEW PUNCH LIST WITH KENNEY BOWERS IN FIRE	ERIC JENSEN	10/5/2009 8:32	CLOSED	9453
WATER LEAK IN BILLS PARSONS CUBICAL	BARBARA SHIFFER	10/5/2009 9:59	CLOSED	9462
ROOF LEAK IN S-W CORNER OF SOUTH STAIR	ERIC JENSEN	10/5/2009 10:11	CLOSED	9463
HEERY INSPECTION	ERIC JENSEN	10/5/2009 16:45	CLOSED	9478
YAMAS MISSING WEB PAGES	ERIC JENSEN	10/5/2009 16:51	CLOSED	9479
SOP FOR DAILY MECHANICAL AND BUILDING OP AND INSPECTION	ERIC JENSEN	10/6/2009 9:00	CLOSED	9486
MAKE KEY FOR FIRE PANEL IN OLD CITY HALL	ERIC JENSEN	10/6/2009 16:16	CLOSED	9508
HANDLES ON THE FRONT DOOR	JENNIFER SHAW	10/7/2009 8:36	CLOSED	9511
SERVICE DATA -AIR IN IT SERVER AREA	ERIC JENSEN	10/7/2009 11:07	CLOSED	9515
SERVICE BATH FAN IN PENTHOUSE	ERIC JENSEN	10/7/2009 11:07	CLOSED	9516
CUT BOLTS OFF OF ELECTION BALLOT BOXES	JAYCEE HOLMAN	10/7/2009 13:37	CLOSED	9518
BUY 4 NEW MASTER LOCKS FOR ELECTION BALLOT BOXES	JAYCEE HOLMAN	10/7/2009 13:38	CLOSED	9519
REPAINT DAMAGED AREAS ON WALL IN PLANNING RECEPTION AREA	ERIC JENSEN	10/7/2009 16:44	CLOSED	9527
WATER BUILDING CHECK	ERIC JENSEN	10/7/2009 16:46	CLOSED	9528
PARTS FOR MISC JOBS	ERIC JENSEN	10/7/2009 16:48	CLOSED	9529
HANDICAPPED DOORS	SHEREE FINCH	10/8/2009 10:37	CLOSED	9536
TAKE RESPECTFUL WORKPLACE CLASS	ERIC JENSEN	10/8/2009 14:25	CLOSED	9540
WARRANTY ISSUE - CITY HALL LIGHT POLES	TIMOTHY CURNS	10/9/2009 11:32	CLOSED	9555
DRILL HOLE THROUGH DESK	TERRY PATERNOSTER	10/9/2009 11:57	CLOSED	9556
FLOOR BOX IN NEW WORKSTATION	ALLISON KAPTEIN	10/9/2009 15:34	CLOSED	9564
DAILY MECHANICAL INSPECTION 10/12/09 THRU 10/16/09	ERIC JENSEN	10/9/2009 16:55	CLOSED	9567
WORK STATION FOR PARKS	ERIC JENSEN	10/9/2009 16:56	CLOSED	9568
KITCHEN SINK PROBLEMS	JUDY GERHART	10/12/2009 9:57	CLOSED	9579
ELEVATOR BROKEN	PEGGY GARDNER	10/12/2009 10:40	CLOSED	9580
BROKEN CEILING TILE	JUDY GERHART	10/12/2009 11:33	CLOSED	9583

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Title	Created By	Created On	Status	Ticket
REPLACE BROKEN TILE IN PUBLIC WORKS TRAINING ROOM	ERIC JENSEN	10/13/2009 8:56	CLOSED	9595
LOUD POP CAME FROM UNDER FLOOR OF IT - AROUND 2:30PM ON 10/13/09	BRAD LLOYD	10/13/2009 15:13	CLOSED	9613
REGULATE TEMPERATURE IN I.T. STAGING ROOM	BRAD LLOYD	10/14/2009 16:21	CLOSED	9633
WATER LEAKING OUT OF BOILER STACKS / HIGHLY ACIDIC	ERIC JENSEN	10/15/2009 10:21	CLOSED	9638
CARD READER SENSITIVITY	HANNAH CURTIS	10/15/2009 12:07	CLOSED	9640
FIRST FLOOR MENS RESTROOM HANDICAP TOILET PLUGGED	ERIC JENSEN	10/16/2009 7:51	CLOSED	9656
CANNED LIGHTS	PEGGY GARDNER	10/16/2009 10:23	CLOSED	9660
WATER LEAKING OVER PAM ORR'S OFFICE	ERIC JENSEN	10/19/2009 9:09	CLOSED	9676
CLOSE LOUVERS IN VENTILATED FLOOR TILES IN I.T STAGING ROOM	BRAD LLOYD	10/20/2009 15:12	CLOSED	9699
LIGHTS HUMS IN THE AFTERNOON	TERRY PATERNOSTER	10/20/2009 15:23	CLOSED	9700
DANGLING LINE IN WINDOW	PEGGY GARDNER	10/21/2009 10:12	CLOSED	9717
DO YOU HAVE ANY SPACKLE/PUTTY TO FILL SOME HOLES IN THE WALL?	JACY JONES	10/21/2009 13:33	CLOSED	9722
TOILET LEAKING	BRAD LLOYD	10/22/2009 9:46	CLOSED	9750
CLEAN 3RD FLOOR PILATES ROOM - SOUTHEAST CORNER	STACY KILCHENMANN	10/23/2009 13:48	CLOSED	9772
CLEAN 3RD FLOOR PILATES ROOM (SOUTHEAST CORNER OF BUILDING)	STACY KILCHENMANN	10/23/2009 13:53	CLOSED	9773
CABINET RELOCATION	KARIE GLENN	10/23/2009 14:45	CLOSED	9774
ADJUST TEMP IN MY OFFICE	JACY JONES	10/23/2009 17:02	CLOSED	9780
INSTALL CABLE INTO TELEVISION IN FD ADMIN CONFERENCE ROOM	MARK NIEMEYER	10/26/2009 15:03	CLOSED	9809
FIX ROLL OUT TRAY ON JOE SILVAS DESK	ERIC JENSEN	10/26/2009 16:34	CLOSED	9815
MOVE ELECTRICAL BOX	TODD LAVOIE	10/26/2009 18:09	CLOSED	9818
FAUCET NOZZLE	TIMOTHY CURNS	10/27/2009 16:10	CLOSED	9847
SEWER GAS STILL COMING FROM FLOOR DRAIN IN 3RD FLOOR MEN'S RESTROOM	BRAD LLOYD	10/28/2009 15:12	CLOSED	9877
HOLIDAY BAZAAR SET UP	SHERRIE EWING	10/29/2009 7:40	CLOSED	9885
SERVICE ELAVATOR	HALEY ADAMS	10/29/2009 10:22	CLOSED	9896
DRILL HOLE IN DESK	TODD LAVOIE	10/29/2009 11:56	CLOSED	9901
PLEASE REMOVE FLOOR VENT TO MINIMIZE WIND	JACY JONES	10/30/2009 15:43	CLOSED	9915
LEAK IN TOM BARRY'S OFFICE	BECKY LICARI	11/2/2009 9:39	CLOSED	9923
CARPET TILES OUTSIDE HR/LEGAL	MICHELLE ALBERTSON	11/3/2009 16:38	CLOSED	9952

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Title	Created By	Created On	Status	Ticket
SINK HOLE IN PARKING LOT AT OLD CITY HALL	ERIC JENSEN	11/4/2009 13:10	CLOSED	9961
ELEVATOR IN THE LOBBY	BARBARA SHIFFER	11/4/2009 13:11	CLOSED	9962
COUNCIL CHAMBERS FOLDING TABLE AND CONFERENCE ROOM A CLOCK	CHRIS LLOYD	11/4/2009 13:35	CLOSED	9963
FAUCETS IN 3RD FLOOR MEN'S ROOM NEED NEW BATTERIES	BRAD LLOYD	11/5/2009 9:48	CLOSED	9974
CHANGE LIGHT BULB AND SET CLOCK	PEGGY GARDNER	11/5/2009 15:47	CLOSED	9992
LEAK IN ROOF	BARBARA SHIFFER	11/6/2009 15:46	CLOSED	10003
CONVERT CUBICLE TABLE TO FREE STANDING TABLE	KARIE GLENN	11/10/2009 11:13	CLOSED	10034
MOVE WATER DONATED BY IDAHO ROCKS	PEGGY GARDNER	11/10/2009 11:23	CLOSED	10035
MODIFY DESK TOP	KARIE GLENN	11/10/2009 14:29	CLOSED	10041
BLINDS IN CITY COUNCIL CONFERENCE ROOM ARE BROKEN	JAYCEE HOLMAN	11/10/2009 17:43	CLOSED	10051
POSSIBLE THIRD FLOOR ROOF LEAK.	TED BAIRD	11/12/2009 10:09	CLOSED	10062
MOVE MAYOR'S DESK	PEGGY GARDNER	11/12/2009 11:13	CLOSED	10067
SHRILL NOISE SOUNDS LIKE BEARING IS GOING OUT	PEGGY GARDNER	11/16/2009 8:15	CLOSED	10096
LIGHT INSTALLATION IN NEW WORK SPACE	ALLISON KAPTEIN	11/17/2009 10:48	CLOSED	10114
REMOVE AIR VENT UNDER FRONT LOBBY DESK	BECKY LICARI	11/18/2009 8:43	CLOSED	10135
NEED TO DRILL LOCK IN A CABINET IN THE BASEMENT	JACY JONES	11/18/2009 10:43	CLOSED	10137
SERVICE DATA AIR UNITS IN IT	ERIC JENSEN	11/19/2009 10:54	CLOSED	10167
LIGHT IN CONF ROOM IS TOO DIM!	KEITH WATTS	11/19/2009 14:18	CLOSED	10176
INSTALL NON-LOCKING LEVER SET ON PLAN ROOM DOOR IN BUILDING SERVICES	BRENT BJORNSON	11/20/2009 8:18	CLOSED	10186
FIX FAUCET IN HR	ERIC JENSEN	11/20/2009 8:22	CLOSED	10187
WALL HANGING	BARBARA SHIFFER	11/20/2009 10:17	CLOSED	10188
WATER LEAK IN WARRENS OFFICE	BECKY LICARI	11/20/2009 12:02	CLOSED	10192
CLEAN SERVER ROOM FLOOR	ERIC JENSEN	11/20/2009 13:10	CLOSED	10193
BULB INSIDE THE MEN'S ROOM DOOR ON 3RD FLOOR IS DEAD	BRAD LLOYD	11/23/2009 8:03	CLOSED	10198
REQUEST LIGHT REPAIR @ WATER DIVISION BUILDING	MARILYN SUTHERLAND	11/23/2009 10:38	CLOSED	10206
NEW ACCOUNTANT OFFICE SIGN	TODD LAVOIE	11/23/2009 16:41	CLOSED	10220
TO HOT!!!!	TOM JOHNSON	11/24/2009 7:49	CLOSED	10221
WASH MAYOR'S AND CONFERENCE ROOM WINDOWS	PEGGY GARDNER	11/25/2009 9:37	CLOSED	10247
INSTALL KEYBOARD TRAY	BECKY LICARI	11/30/2009 10:24	CLOSED	10270
FRONT DOOR NOT CLOSING	SHEREE FINCH	11/30/2009 11:09	CLOSED	10275

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Title	Created By	Created On	Status	Ticket
DOORS	TOM JOHNSON	11/30/2009 15:33	CLOSED	10280
HANDICAP DOOR MAIN ENTRANCE LOCKED/NOT WORKING	BARBARA SHIFFER	12/2/2009 10:15	CLOSED	10324
HOT	TOM JOHNSON	12/3/2009 7:44	CLOSED	10335
2ND FLOOR MENS RESTROOM	KYLE RADEK	12/3/2009 8:26	CLOSED	10337
SEWER SMELL IN 2ND FLR MENS ROOM	MAX JENSEN	12/3/2009 9:11	CLOSED	10339
LIGHT IN FINANCE CONFERENCE ROOM	KARIE GLENN	12/4/2009 13:10	CLOSED	10370
SEWAGE SMELL IN WOMENS BATHROOM	SHEREE FINCH	12/7/2009 8:16	CLOSED	10381
BLIND IN COUNCIL CONFERENCE ROOM	PEGGY GARDNER	12/7/2009 11:42	CLOSED	10389
HANDICAPPED DOORS NOT WORKING	SHEREE FINCH	12/8/2009 8:27	CLOSED	10401
PUT TOGETHER 2 DESK CHAIRS	BECKY LICARI	12/8/2009 9:46	CLOSED	10408
INSTALL COAT HOOK IN JOE SILVIA'S OFFICE	ERIC JENSEN	12/8/2009 10:04	CLOSED	10409
EXTRA CHAIRS NEEDED FOR CONF ROOMS A & B	SHEREE FINCH	12/8/2009 14:00	CLOSED	10416
PURCHASE 2 BOXES OF SOFT KLEENEX FOR BUILDING & PW	BECKY LICARI	12/8/2009 15:30	CLOSED	10420
PAPER TOWELS	STACY KILCHENMANN	12/10/2009 7:09	CLOSED	10446
DRAFTY	PEGGY GARDNER	12/10/2009 9:37	IN PROGRES	10451
INSTALL VOLUME CONTROL FOR SPEAKER OUTSIDE COUNCIL CHAMBERS	ERIC JENSEN	12/10/2009 16:46	CLOSED	10465
NITE DROP BOX	EVALYN NICHOLS	12/14/2009 8:34	CLOSED	10478
ORDER ENTRY MATS FOR MAIN ENTRANCE	ERIC JENSEN	12/14/2009 15:22	CLOSED	10490
EMPLOYEE CHRISTMAS PARTY	SHERRIE EWING	12/15/2009 11:29	CLOSED	10502
WATER DRIPPING IN STAIRWAY	SHERRIE EWING	12/15/2009 12:25	CLOSED	10505
3RD FLOOR CENTER STAIR AUX DRAIN IS LEAKING	KEITH DANIELSEN	12/15/2009 14:10	CLOSED	10506
CEILING IS LEAKING AGAIN (MORE) NORTH END OF 3RD FLOOR HALLWAY	TED BAIRD	12/15/2009 14:50	CLOSED	10509
HANDICAPPED DOOR TO COUNCIL CHAMBERS	JAYCEE HOLMAN	12/15/2009 15:51	CLOSED	10512
SINK IN BASEMENT GIRLS' RESTROOM IS LEAKING	JAYCEE HOLMAN	12/15/2009 15:51	CLOSED	10513
GIRLS' LOCKER ROOM DOOR	JAYCEE HOLMAN	12/15/2009 15:53	CLOSED	10514
EMPLOYEE CHRISTMAS PARTY	SHERRIE EWING	12/15/2009 15:54	CLOSED	10515
ROOF LEAK IN PALATIES ROOM	ERIC JENSEN	12/16/2009 10:59	CLOSED	10526

Case Management

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Title	Created By	Created On	Status	Ticket
WATER DAMAGE TO THE CEILING IN THE IT TRAINING ROOM	MICHELLE ALBERTSON	12/16/2009 12:08	CLOSED	10532
MATS IN THE EMPLOYEE ENTRANCE CORRIDOR BY FINANCE	JACY JONES	12/16/2009 12:34	CLOSED	10533
MORE LEAKS ON THIRD FLOOR: CITY COUNCIL OFFICES	TED BAIRD	12/16/2009 15:38	CLOSED	10543
AND YET ANOTHER NEW (OLD) LEAK IN HR OFFICE NEXT TO CRYSTAL	TED BAIRD	12/16/2009 16:55	CLOSED	10547
COAT HOOK	ROBERT SIMISON	12/17/2009 17:00	CLOSED	10561
TWO TABLES AND EXTENSION CORDS FOR PW TRAINING ROOM / BECKY	ERIC JENSEN	12/21/2009 14:20	CLOSED	10616
CLEAN ROOF DRAINS AROUND BASE OF BUILDING	ERIC JENSEN	12/21/2009 15:07	CLOSED	10617
FLOOR DRAIN IN 3RD FLOOR MEN'S ROOM STILL STINKING!	BRAD LLOYD	12/22/2009 10:35	CLOSED	10632
REPLACE BUILDING SMOKE DETECTORS	ROBERT SIMISON	12/23/2009 9:56	CLOSED	10649
TV IN BREAK ROOM	ROBERT SIMISON	12/23/2009 9:58	CLOSED	10650
SITE LIGHT DAMAGE BY EXPRESS DELIVERY TRUCK	BRENT BJORNSON	12/23/2009 11:51	CLOSED	10655
FIX SCRATCH ON PW 2ND BACK ENTRANCE	ERIC JENSEN	12/29/2009 16:20	CLOSED	10700
SINK GASKET IN MAYOR'S CONFERENCE ROOM	PEGGY GARDNER	12/29/2009 16:43	CLOSED	10703
SMELL IN BATHROOM	ROBERT SIMISON	12/29/2009 16:47	CLOSED	10704
KEY	MINDI SMITH	12/30/2009 7:03	CLOSED	10705
DOORKNOB	JENNIFER SHAW	12/30/2009 16:44	CLOSED	10721
DRAINS IN BASEMENT MEN'S LOCKER ROOM ARE STINKING	BRAD LLOYD	1/4/2010 17:02	CLOSED	10747
MAYOR'S OFFICE BATHROOM SMELLS	ROBERT SIMISON	1/4/2010 17:02	CLOSED	10748
HANG ART	ROBERT SIMISON	1/4/2010 17:04	CLOSED	10749
REPAIR BROKEN OFFICE CHAIR	BECKY LICARI	1/5/2010 11:03	CLOSED	10754
RAISE THREE PICTURES IN BUILDING SERVICES BEHIND PUBLIC COUNTER	BRENT BJORNSON	1/5/2010 14:06	CLOSED	10761
SCREWS STICKING OUT UNDER KEYBOARD	BECKY LICARI	1/7/2010 14:28	CLOSED	10808
FRONT ADA DOOR NOT WORKING	PEGGY GARDNER	1/8/2010 9:19	CLOSED	10814
FOUND ANOTHER STAINED CEILING TILE	TED BAIRD	1/8/2010 16:46	CLOSED	10830
ERRATIC TEMPERATURES IN THE SERVER ROOM	DAVID TIEDE	1/11/2010 11:38	CLOSED	10845
TEMPERATURE IN GYM	STACY KILCHENMANN	1/11/2010 12:23	CLOSED	10846
BREAKROOM MICROWAVE	EVALYN NICHOLS	1/11/2010 12:57	CLOSED	10849
HANG FILE FOLDER HOLDERS	EVALYN NICHOLS	1/11/2010 13:30	CLOSED	10851

Case Management

4/9/2010

Title	Created By	Created On	Status	Ticket
DRAIN IN 3RD FLOOR MEN'S ROOM STINKING AGAIN	BRAD LLOYD	1/14/2010 9:58	CLOSED	10895
WHAT HAPPENED TO THE HEAT?	PEGGY GARDNER	1/19/2010 8:08	CLOSED	10926
ALARM GOING OFF AGAIN	PEGGY GARDNER	1/19/2010 8:26	CLOSED	10927
BUILDING SERVICES KEY BOARD TRAYS	HALEY ADAMS	1/19/2010 14:08	CLOSED	10940
REPAIR CHAIR - GAS LIFT PART IS IN	BECKY LICARI	1/20/2010 8:38	CLOSED	10962
HEAT IN WARREN STEWART'S OFFICE	BRUCE	1/20/2010 9:01	CLOSED	10964
BROKEN LOCK?	PEGGY GARDNER	1/20/2010 13:26	CLOSED	10983
DOOR RELEASE BUTTON	HANNAH CURTIS	1/20/2010 14:04	CLOSED	10986
DRILL HOLE AND INSTALL GROMMET IN DESK AT POLICE DEPT	ERIC JENSEN	1/20/2010 16:33	CLOSED	10994
DRILL HOLE AND INSERT GROMMET IN BUILDING SERVICES COUNTER	ERIC JENSEN	1/25/2010 8:38	CLOSED	11042
MECHANICAL ROOM CLEAN UP	ERIC JENSEN	1/26/2010 11:16	CLOSED	11063
LOOSE CABINET	KRISTY VIGIL	1/26/2010 15:56	CLOSED	11071
HANDICAPPED DOORS	SHEREE FINCH	1/27/2010 8:35	CLOSED	11081
ENTRY HANDI CAP DOORS NOT CLOSING	ERIC JENSEN	1/27/2010 13:15	CLOSED	11087
2ND FLOOR MENS URNAL NOT FLUSHING PROPERLY	TOM BARRY	1/27/2010 16:16	CLOSED	11095
DRAIN IN 3RD FLOOR MEN'S ROOM ODOR	BRAD LLOYD	2/1/2010 10:23	CLOSED	11127
PAYMENT DROP BOX - STILL LEAKING	KARIE GLENN	2/1/2010 11:52	CLOSED	11131
CAN LIGHTS ARE OUT IN THE COUNCIL CHAMBERS	JAYCEE HOLMAN	2/3/2010 9:19	CLOSED	11173
60 PLASMA ON SOUTH SIDE OF COUNCIL CHAMBERS	JAYCEE HOLMAN	2/3/2010 9:20	CLOSED	11174
COFFEE MAKER NOT WORKING IN EMPLOYEE BREAKROOM (2ND FLOOR)	BRAD LLOYD	2/3/2010 10:00	CLOSED	11178
INSTALL CABLE IN TERRY P. OFFICE	ERIC JENSEN	2/5/2010 12:56	CLOSED	11234
ROOF LEAK IN TOMS OFFICE AGAIN	BECKY LICARI	2/5/2010 13:43	CLOSED	11240
BULLENTIN BOARD INSTALL FOR STACY	RETA CUNNINGHAM	2/5/2010 13:48	CLOSED	11242
DRY BATHROOM FLOOR DRAIN TRAP MAYOR SUITE AREA	TAMMY DE WEERD	2/8/2010 7:47	CLOSED	11265
BIRD IN DUCTS	KATY FROST	2/8/2010 10:38	CLOSED	11279
REPLACE WATER STAINED TILE IN TOM BRADY'S OFFICE	ERIC JENSEN	2/9/2010 7:40	CLOSED	11297
CABLE SIGNAL	TERRY PATERNOSTER	2/9/2010 13:21	CLOSED	11317
MOVE DATA AND HVAC	TERRY PATERNOSTER	2/9/2010 13:22	CLOSED	11318
HANDICAPPED DOORS	SHEREE FINCH	2/9/2010 17:42	CLOSED	11327
?	TOM JOHNSON	2/10/2010 8:53	CLOSED	11339

Case Management

4/9/2010

Title	Created By	Created On	Status	Ticket
CHAIR ASSEMBLY	CODEE UPSON	2/16/2010 8:28	CLOSED	11457
TOILET REMOVAL AND REINSTALL	MATT PARSONS	2/16/2010 10:21	CLOSED	11462
CLERK DOORS	SHEREE FINCH	2/17/2010 8:09	CLOSED	11479
BREAK ROOM	JENNIFER SHAW	2/17/2010 15:04	CLOSED	11497
LIGHTS	JENNIFER SHAW	2/17/2010 15:26	CLOSED	11502
MONUMENT SIGN SCROLLING BOARD	ROBERT SIMISON	2/22/2010 14:42	CLOSED	11559
TWO LIGHTS OUT IN CITY COUNCIL CHAMBERS	ERIC JENSEN	2/22/2010 15:46	CLOSED	11561
SEVEN LIGHTS OUT ON SECOND FLOOR LOBBY	ERIC JENSEN	2/22/2010 15:46	CLOSED	11562
BAD BALLAST CAN LIGHT SECOND FLOOR MAIN LOBBY	ERIC JENSEN	2/22/2010 15:48	CLOSED	11563
HANDICAPPED DOOR (FRONT DOORS) IS STUCK AGAIN	JAYCEE HOLMAN	2/23/2010 8:43	CLOSED	11576
OFFICE DOOR LOCK SEEMS BAD	TODD LAVOIE	2/23/2010 16:34	CLOSED	11594
HANG LEED PLAQUE	ROBERT SIMISON	2/23/2010 17:02	CLOSED	11595
DESK	SCOTT STECKLINE	2/24/2010 9:51	CLOSED	11607
LIGHTS IN THE IT TRAINING ROOM WON'T GET BRIGHT	TERRY PATERNOSTER	2/24/2010 10:04	CLOSED	11609
LIGHT OUT ON PENNATE LIGHTING IN MAIN LOBBY	ERIC JENSEN	2/25/2010 11:23	CLOSED	11651
LIGHT OUT IN FRONT OF COUNCIL CHAMBERS	ERIC JENSEN	2/25/2010 11:23	CLOSED	11650
LIGHT OUT IF FRONT OF MUBS DOOR	ERIC JENSEN	2/25/2010 11:24	CLOSED	11653
LIGHT OUT IN FRONT OF CLERKS DOORS	ERIC JENSEN	2/25/2010 11:24	CLOSED	11652
REPLACE BATTERIES IN MECH ROOM CONTROLLERS	ERIC JENSEN	2/25/2010 11:25	CLOSED	11654
RELOCATE DATA PORT BOX FOR PRINTER	BECKY LICARI	2/25/2010 14:23	CLOSED	11661
LIGHT OUT REAR ENTRANCE TO FIRE DEPT.	ERIC JENSEN	2/25/2010 15:46	CLOSED	11665
LIGHT OUT LOBBY IN FRONT OF FIRE DEPT	ERIC JENSEN	2/25/2010 15:57	CLOSED	11668
TWO LIGHTS OUT IN HALLWAY IN FRONT OF PLANNING 2ND NORTH	ERIC JENSEN	2/25/2010 15:58	CLOSED	11669
SOUTH SIDE OF SCROLLING READER BOARD HAS GLITCH IN THE MIDDLE	BRAD LLOYD	2/25/2010 16:14	CLOSED	11670
DRILL HOLE AND INSTALL GROMMETT IN DESK	ROBERT SIMISON	2/26/2010 11:51	CLOSED	11684
REMOVE WHITE BOARD / HANG PICTURES REPAIR AND PAINT HOLES	SHELLY HOUSTON	2/26/2010 11:53	CLOSED	11685
REMOVE KEYBOARD TRAY FROM DESK	SHELLY HOUSTON	2/26/2010 11:55	CLOSED	11686

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4/9/2010

Title	Created By	Created On	Status	Ticket
PAPER TOWELS IN FINANCE	STACY KILCHENMANN	3/1/2010 12:03	CLOSED	11722
CLEAN SERVER ROOM FLOOR	TERRY PATERNOSTER	3/1/2010 16:44	CLOSED	11731
URINAL	MAX JENSEN	3/2/2010 9:37	CLOSED	11737
INTERIOR WINDOWS MAYOR'S SUITE	PEGGY GARDNER	3/3/2010 9:08	CLOSED	11759
EXTERIOR WINDOW WASHING	PEGGY GARDNER	3/3/2010 9:09	IN PROGRES	11760
HANDICAP DOOR NOT WORKING	PEGGY GARDNER	3/3/2010 9:10	CLOSED	11761
DRAPE LINE HANGING AGAIN	PEGGY GARDNER	3/3/2010 9:46	CLOSED	11765
NEED BULLETIN BOARD HUNG AND BALCONY DOOR UNLOCKED	SHELLY HOUSTON	3/3/2010 10:19	CLOSED	11767
LOCK CHANGE	TERRY PATERNOSTER	3/3/2010 11:22	CLOSED	11771
SINK ON 2ND FLOOR	BRENT BLAKE	3/3/2010 13:08	CLOSED	11774
EMERGENCY LIGHT OUT MAIN ENTRY HIGH CEILING ABOVE ARTWORK	ERIC JENSEN	3/5/2010 8:54	CLOSED	11830
CITY WIDE HVAC CONTRACT	ERIC JENSEN	3/8/2010 14:50	OPEN	11876
CITY WIDE ALARM & SPRINKLER TESTING	ERIC JENSEN	3/8/2010 14:51	IN PROGRES	11877
HOOK ON DOOR	BRENDA SHERWOOD	3/10/2010 10:33	CLOSED	11938
MOVE SHELF IN TRAINING ROOM	JANINE RODRIGUEZ	3/11/2010 11:17	CLOSED	11966
LOOSE HINGES	EVALYN NICHOLS	3/11/2010 12:56	CLOSED	11967
HANG BOX	PEGGY GARDNER	3/12/2010 13:56	CLOSED	11994
STAINED CEILING TILE IN MAYORS CONFERANCE ROOM	PEGGY GARDNER	3/12/2010 16:10	CLOSED	12006
FAUCET ON RIGHT SIDE SINK IN BASEMENT MEN'S ROOM NOT TURNING ON	BRAD LLOYD	3/15/2010 9:25	CLOSED	12022
LIGHT OUT IN FRONT OF ELEVATORS ON SECOND FLOOR	ERIC JENSEN	3/15/2010 12:52	CLOSED	12035
LIGHT OUT NORTH SIDE OF COUNCIL CHAMBERS	ERIC JENSEN	3/15/2010 12:52	CLOSED	12034
REPLACE LIGHTS IN HIGHT CEILING IN ENTRY	ERIC JENSEN	3/15/2010 12:53	CLOSED	12036
HANG BULLETIN BOARD	BRENDA SHERWOOD	3/16/2010 8:22	CLOSED	12049
VENTS UNDER TABLE IN CITY COUNCIL CONFERENCE ROOM	JAYCEE HOLMAN	3/16/2010 9:20	IN PROGRES	12053
STORAGE RACKS IN BASEMENT	JAYCEE HOLMAN	3/16/2010 9:21	IN PROGRES	12054
DIRTY FLOOR IN 3RD FLOOR EXCERCISE ROOM	TIMOTHY CURNS	3/16/2010 15:57	CLOSED	12068
MOVE FLOOR BOX IN IT STAGING ROOM (UNDER THE TABLE WHERE PC'S ARE LOADED)	BRAD LLOYD	3/18/2010 16:37	OPEN	12135

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Title	Created By	Created On	Status	Ticket
HANG LARGE WHITE BOARD IN BUS. OPS OFFICE	BECKY LICARI	3/19/2010 9:45	CLOSED	12141
INSTALL KEYBOARD TRAY	ROBERT SOSNOWSKI	3/19/2010 13:12	CLOSED	12148
HANG PICTURE	BRENDA SHERWOOD	3/19/2010 13:22	CLOSED	12150
LARGE ROOF LEAK IN FRONT ON HR FILING ROOM	MICHELLE ALBERTSON	3/22/2010 9:59	CLOSED	12167
WATER SPOT	PEGGY GARDNER	3/22/2010 10:14	CLOSED	12169
WERE THE CEILING TILE REPLACED IN THE HALL?	PEGGY GARDNER	3/22/2010 10:15	CLOSED	12170
TWO LEAKS IN COUNCIL OFFICE	PEGGY GARDNER	3/22/2010 10:36	CLOSED	12172
CITY HALL FRONT LOBBY DOORS & CITY CLERK DEPT LOBBY DOOR	SHEREE FINCH	3/24/2010 7:31	IN PROGRES	12234
THERE IS ANOTHER WET CEILING TILE ABOVE THE FILE ROOM IN HR	MICHELLE ALBERTSON	3/24/2010 9:13	CLOSED	12243
RUNNING CABLE TO WORK STATION LIGHT	C. CALEB HOOD	3/25/2010 11:53	CLOSED	12272
IT TRAINING ROOM DOOR HANDLE FELL OFF	JENNY MA	3/26/2010 10:22	CLOSED	12299
AMERICAN FLAG	MIKE TANNER	3/29/2010 12:14	OPEN	12324
WATER LEAK IN THE CENTER STAIRWELL OF THE 3RD FLOOR	TOM JOHNSON	3/29/2010 16:02	IN PROGRES	12330
WATER IN STAIRWAY	CRYSTAL RITCHIE	3/30/2010 10:17	CLOSED	12339
LIGHTING PROBLEM	SHERRIE EWING	3/30/2010 10:21	CLOSED	12340
NORTH-SOUTH DOORS	PEGGY GARDNER	3/30/2010 10:54	OPEN	12342
LOADING DOCK	JOHN MCCORMICK	3/31/2010 13:01	OPEN	12364
FIX LAMINATE	JOHN MCCORMICK	4/1/2010 7:57	OPEN	12368
NEW BULB IN OFFICE	RACHEL MYERS	4/5/2010 7:49	OPEN	12428
FRONT DOORS & ELEVATOR	BRENDA SHERWOOD	4/5/2010 8:55	CLOSED	12433
LEAK IN BASEMENT FINANCE STORAGE	JOHN MCCORMICK	4/5/2010 11:28	OPEN	12440
MOVE TABLES & CHAIRS FOR COUNCIL ROUNDTABLE	RETA CUNNINGHAM	4/5/2010 12:06	IN PROGRES	12442
1ST FLOOR - MAIN WOMEN'S RESTROOM - FLOODING	SHEREE FINCH	4/5/2010 16:23	IN PROGRES	12451
SEWAGE BACKUP	TERRI RICKS	4/6/2010 12:21	CLOSED	12477
CHEMICAL SMELL	JOHN MCCORMICK	4/6/2010 14:26	OPEN	12482
UPDATE CLOCKS	KEITH WATTS	4/7/2010 11:24	OPEN	12506
NEW WATER SPOT IN WARRENS OFFICE NEXT TO WEST SIDE OF LIGHT FIXTURE	JACY JONES	4/8/2010 8:13	OPEN	12523
BRING TABLES BACK TO PW CONFERENCE ROOM	BECKY LICARI	4/8/2010 9:55	OPEN	12529
	BECKY LICARI	4/8/2010 9:57	CLOSED	12530

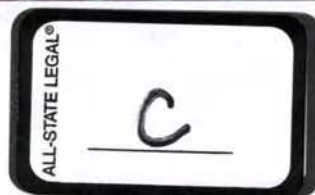
Case Management

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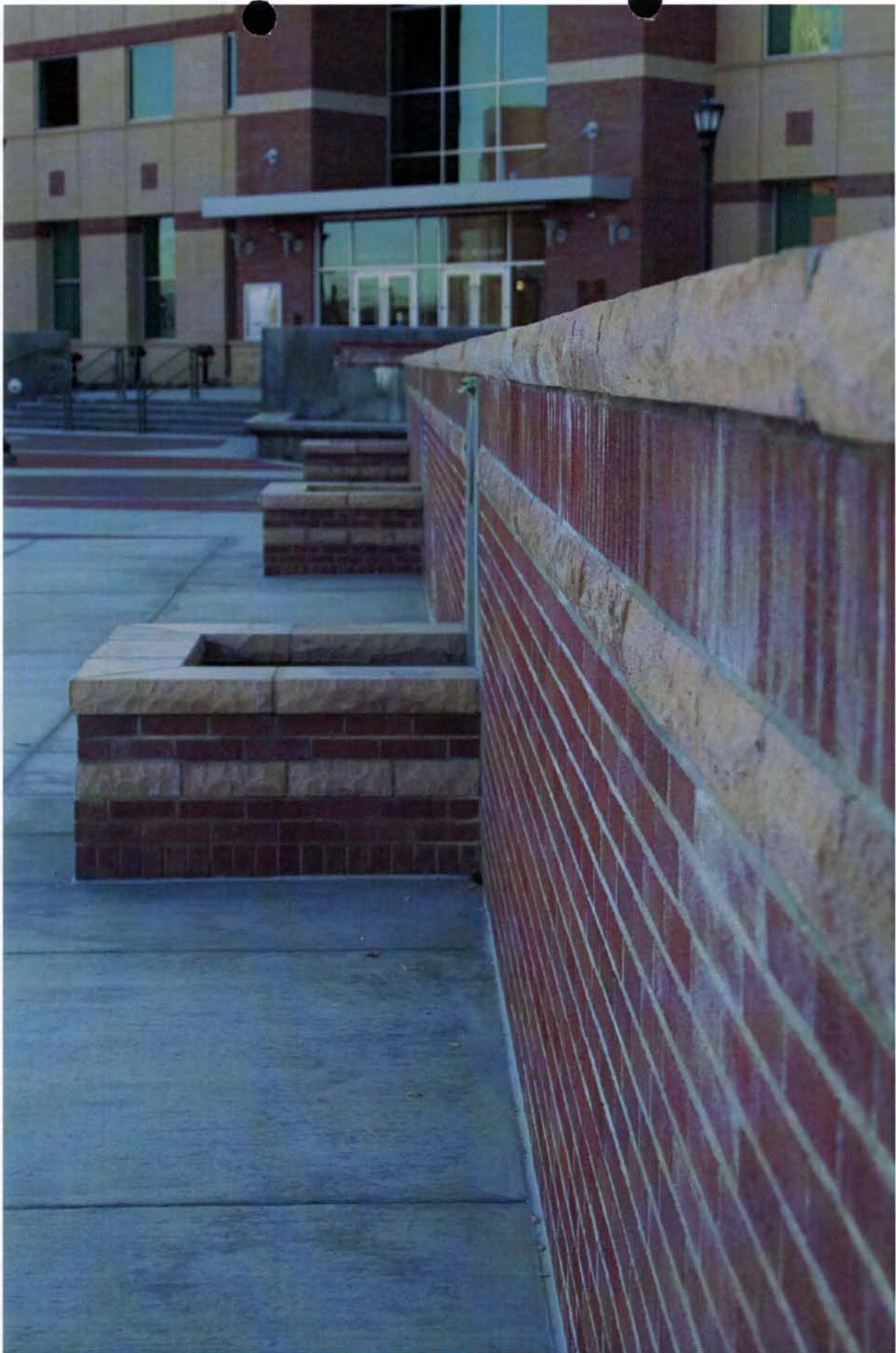
Title	Created By	Created On	Status	Ticket
SUPPLIES - PAPER TOWELS	PETER FRAME	4/8/2010 13:23	CLOSED	12540
INSTALL COMPUTER KEYBOARD TRAY	ROBERT SOSNOWSKI	4/8/2010 13:56	OPEN	12543
WOMENS LOCKER ROOM SMELL	KATHY WANNER	4/9/2010 9:18	OPEN	12558



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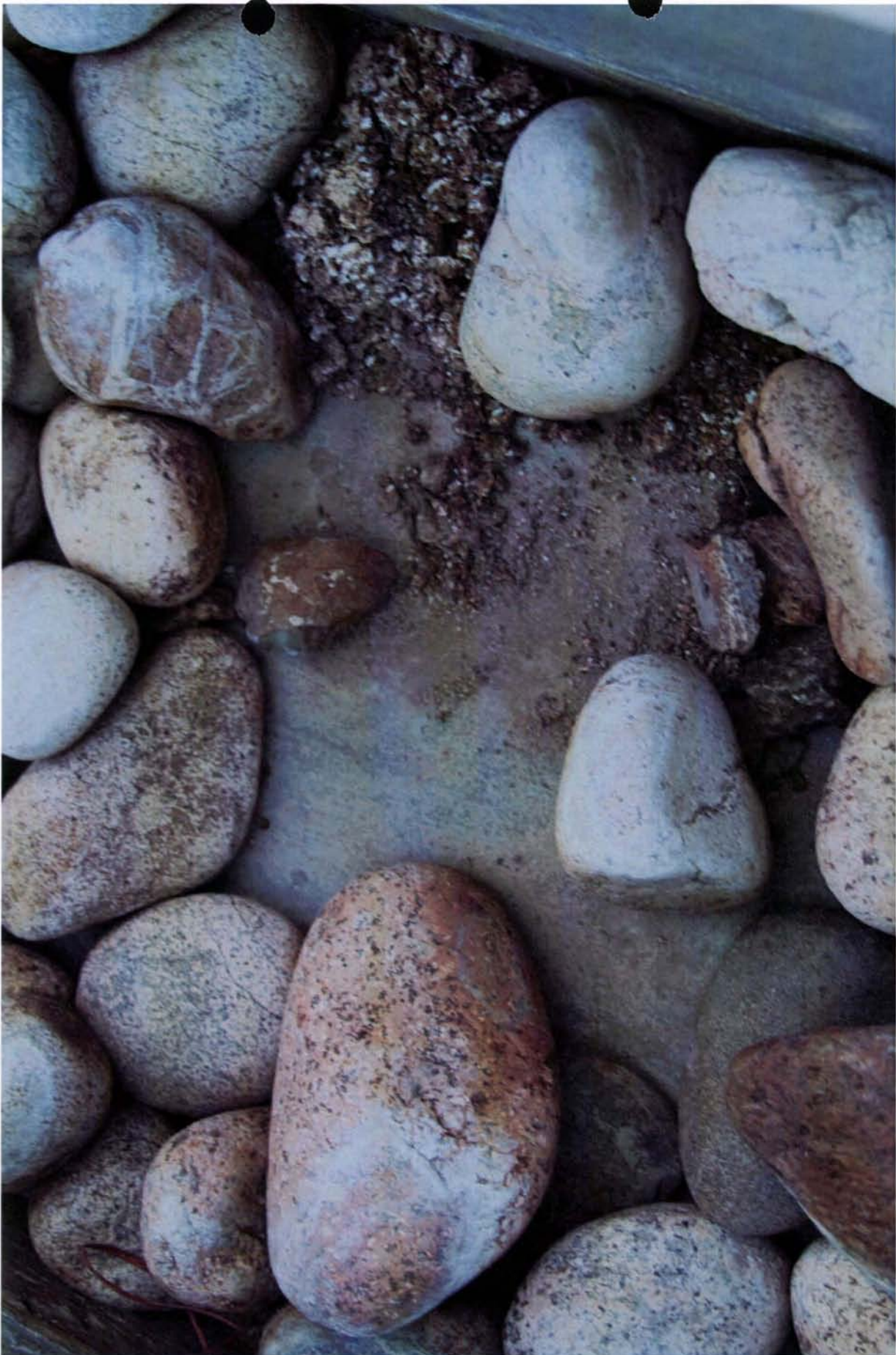
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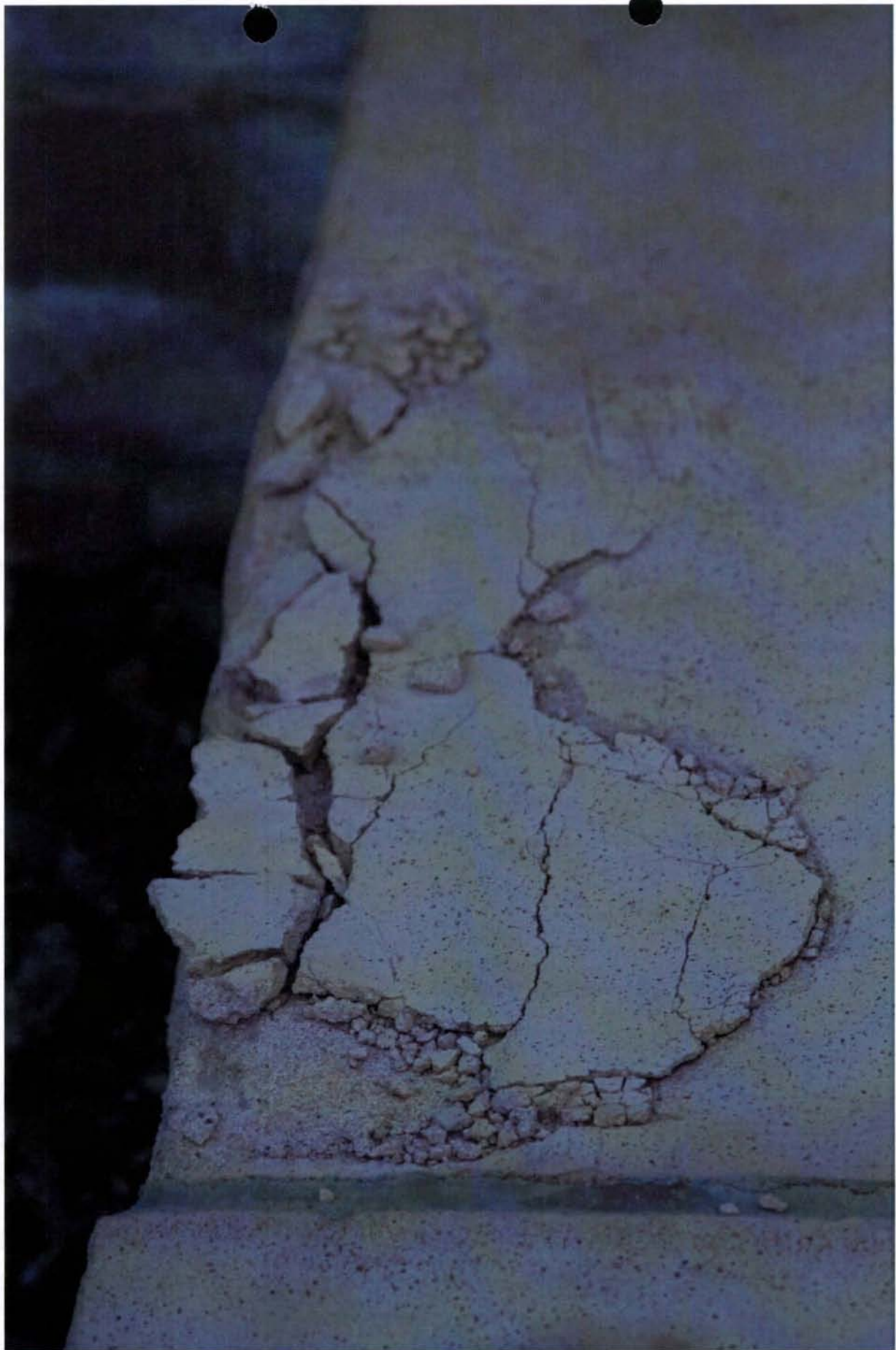
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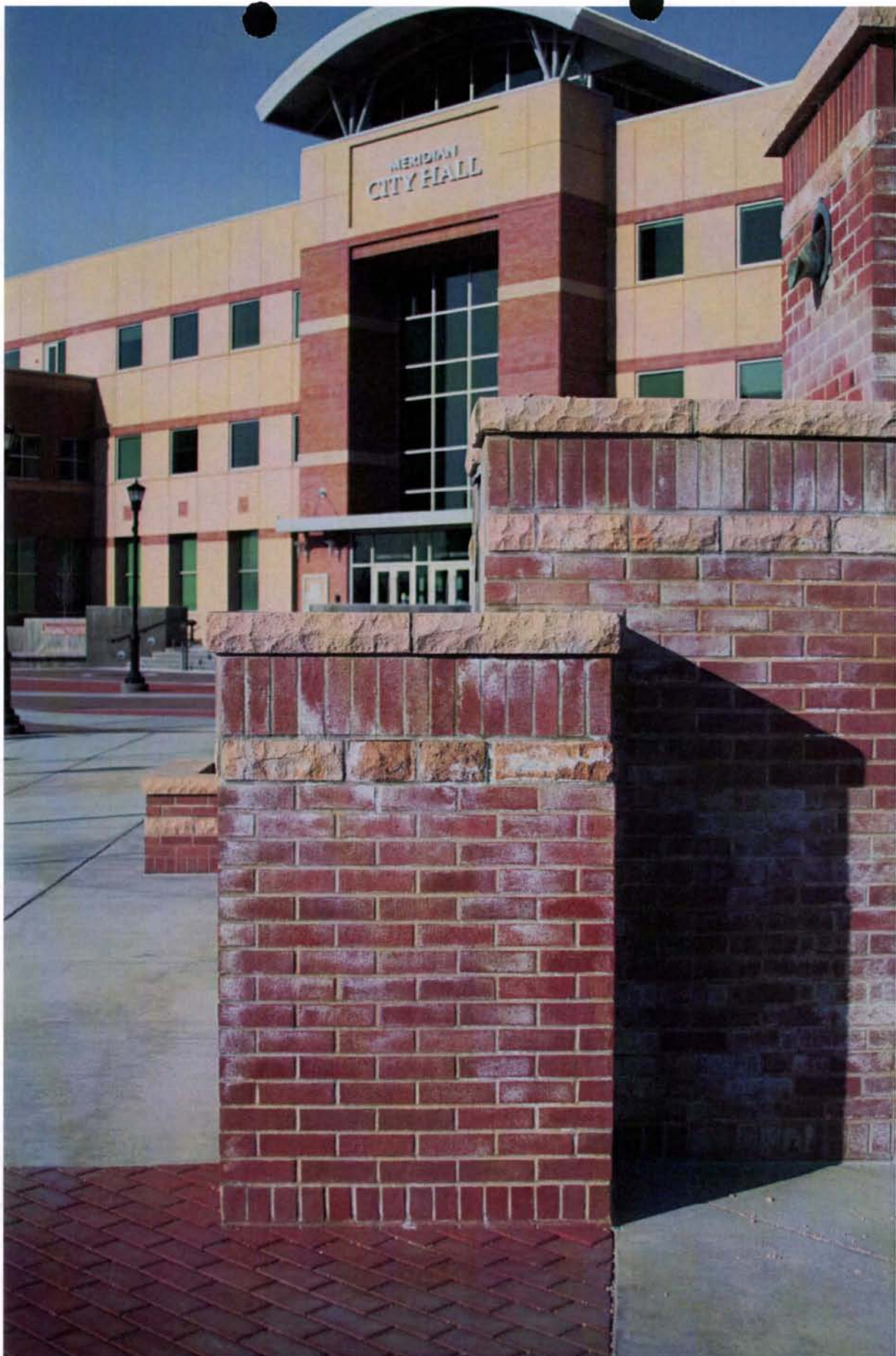
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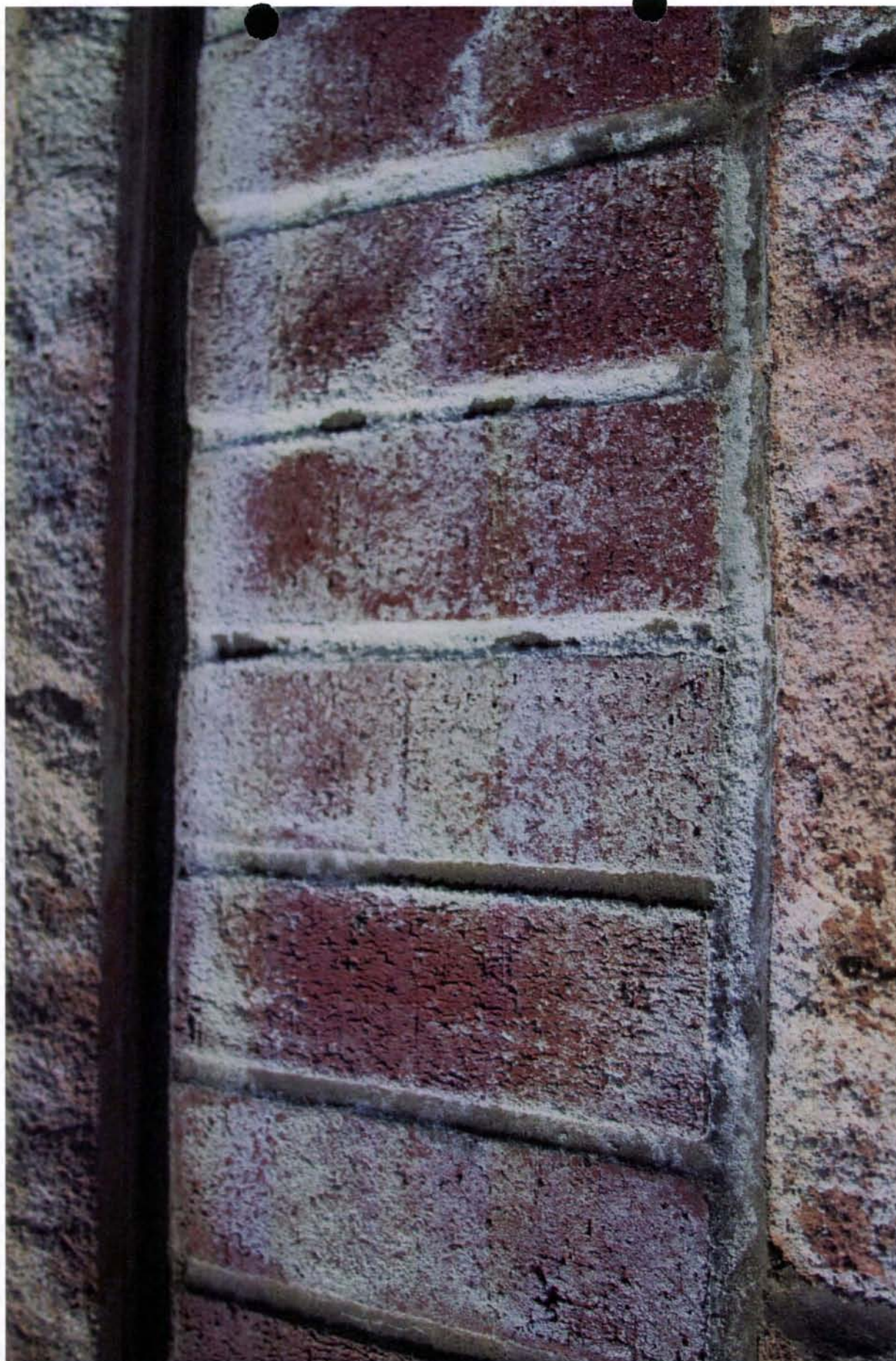
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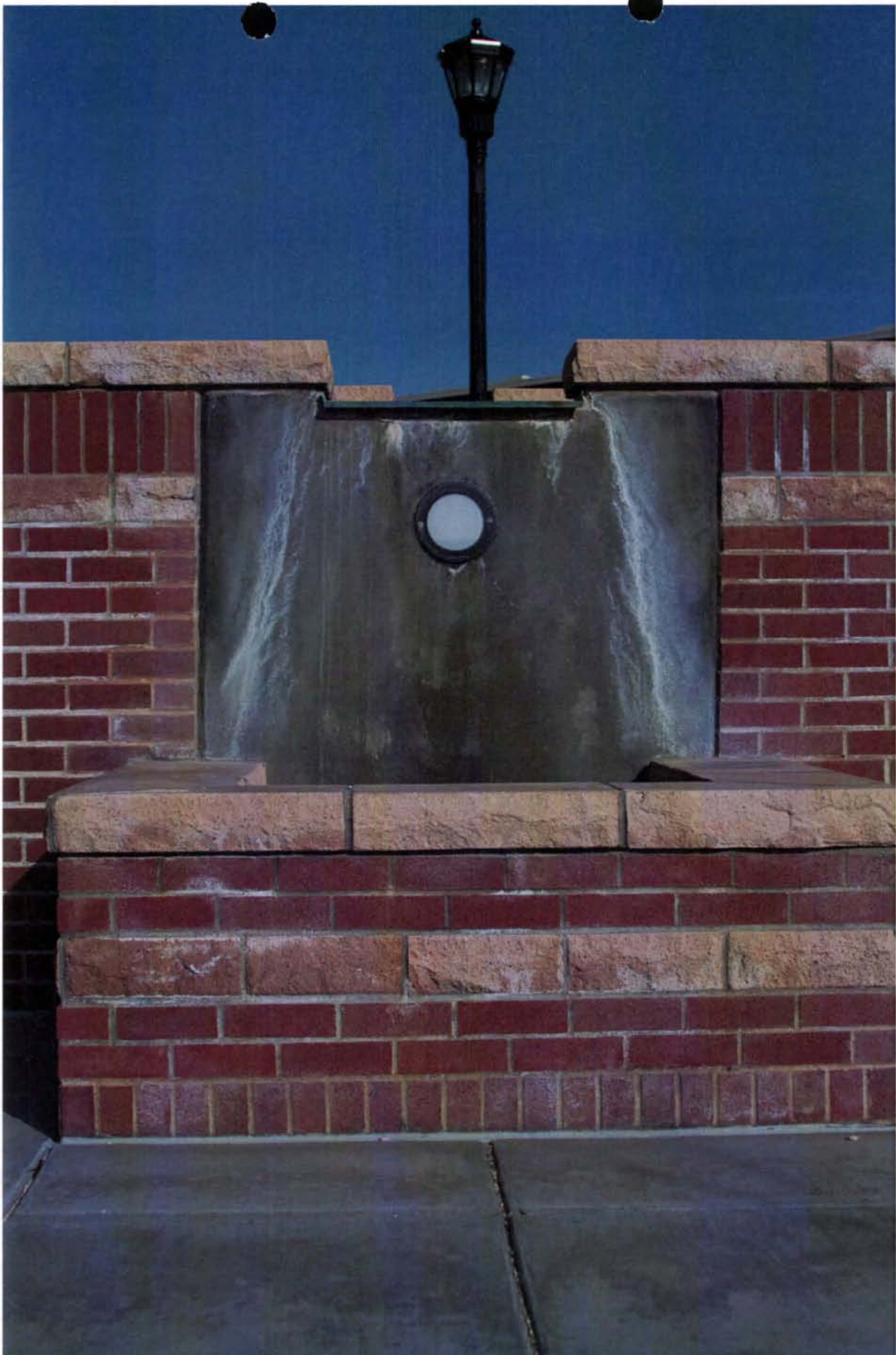
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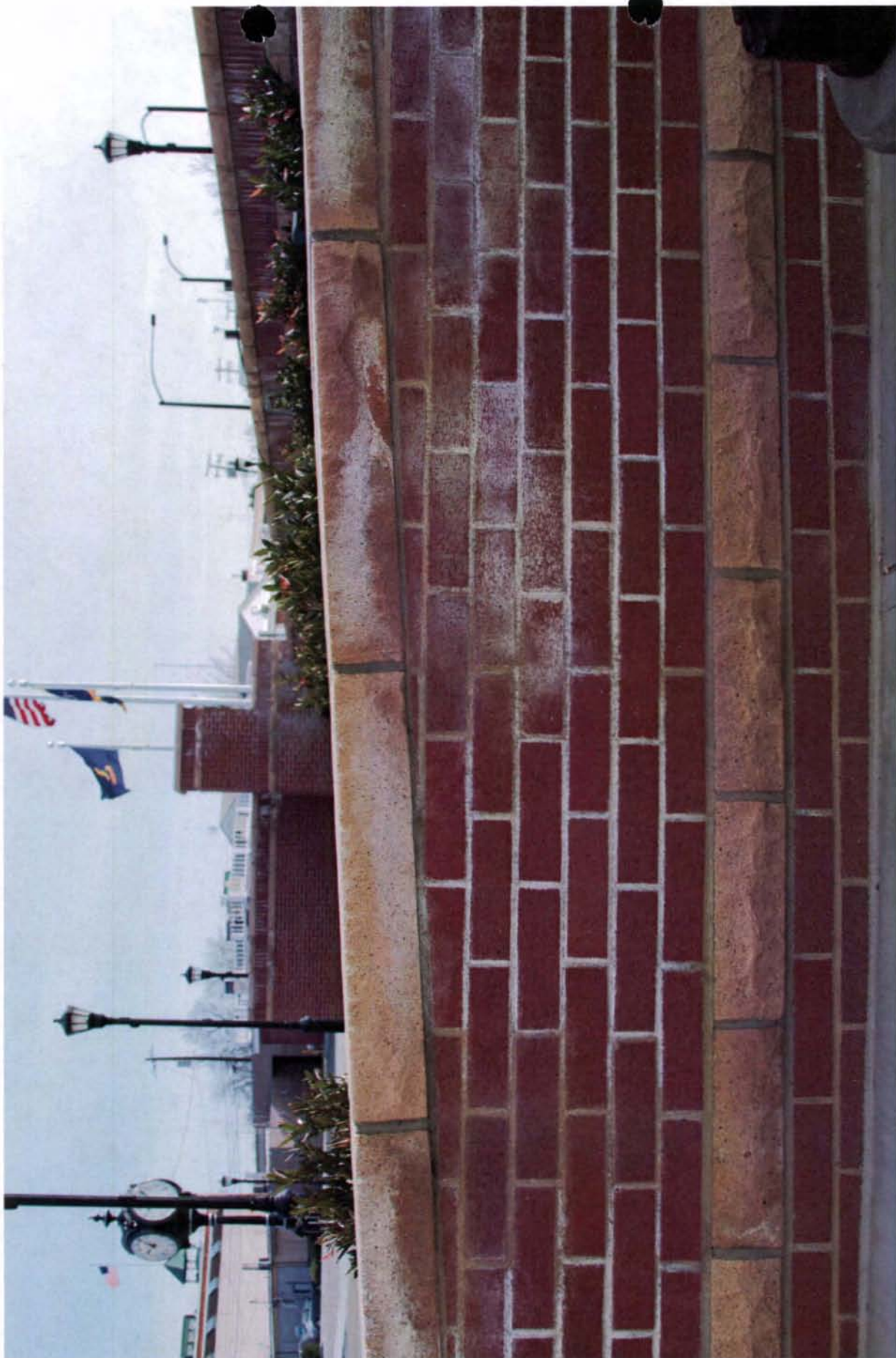
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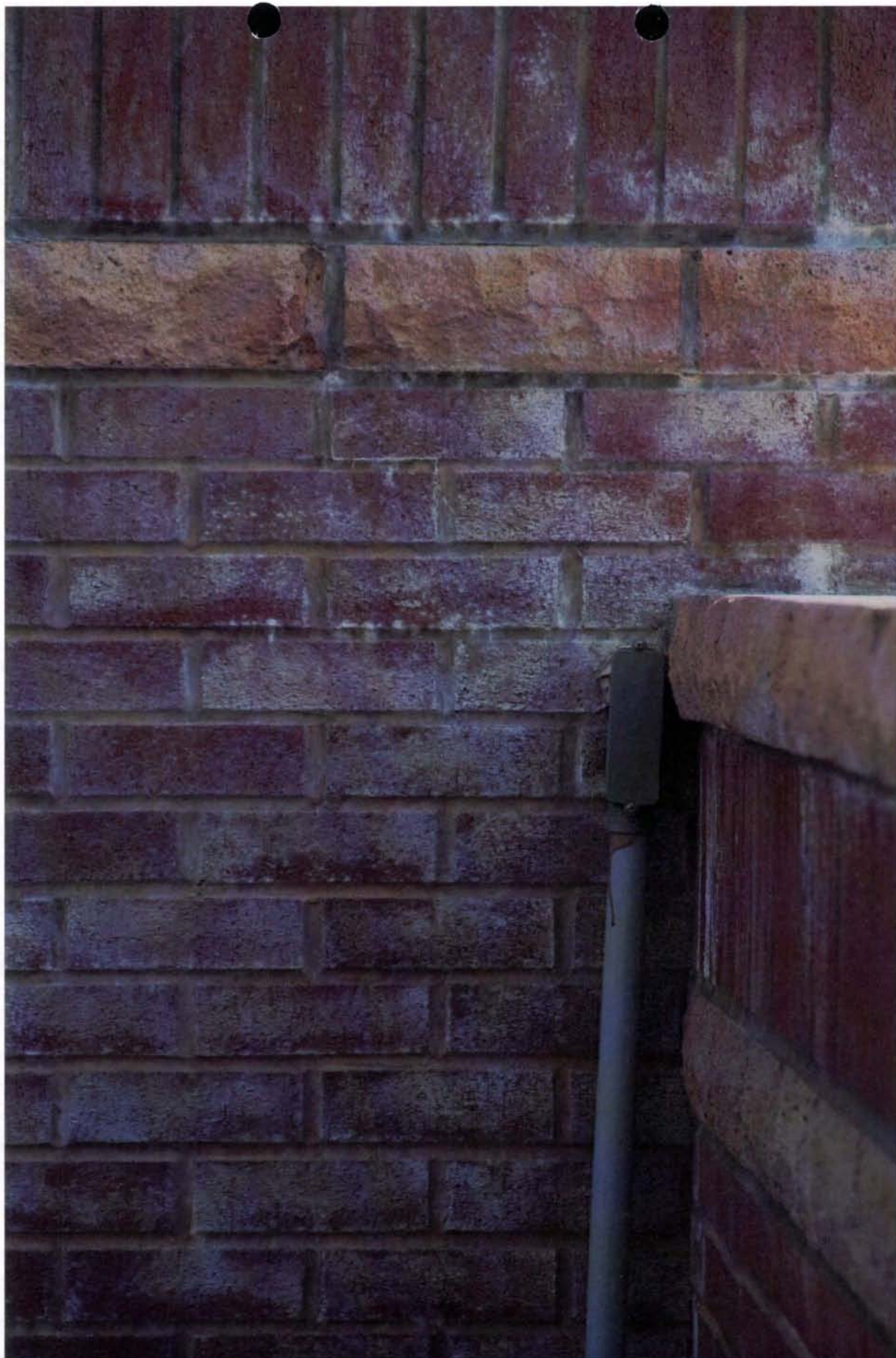
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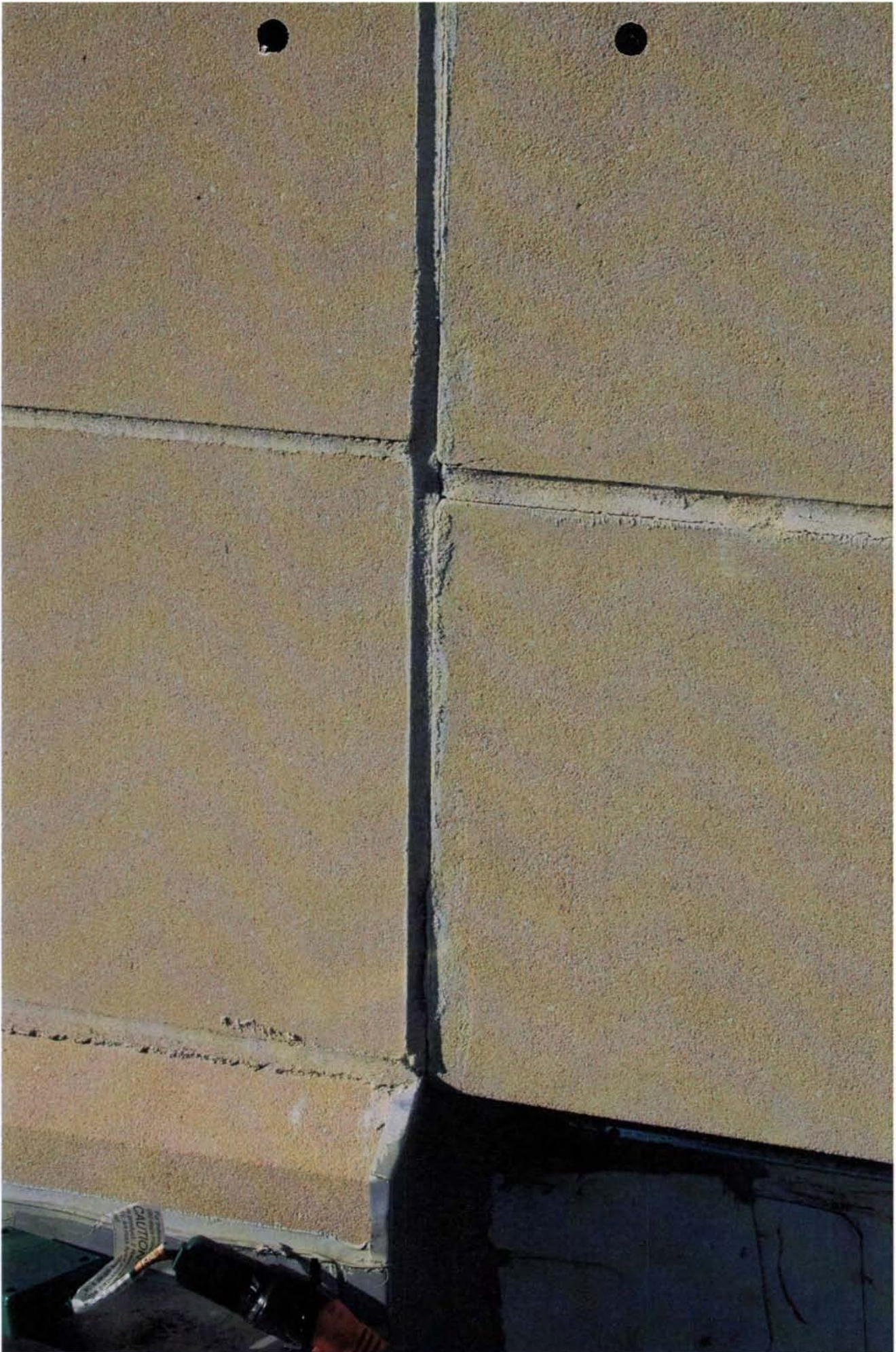
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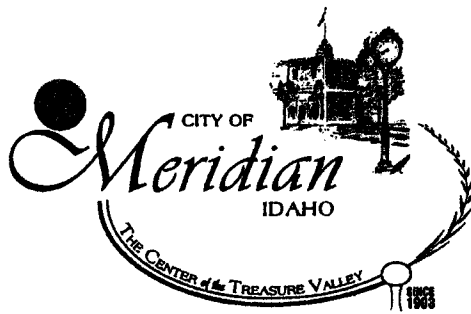


North Pond-1.psd



CM102566





March 30, 2007

MAYOR
Tammy de Weerd

CITY COUNCIL MEMBERS
Keith Bird
Joseph W. Borton
Charles M. Rountree
David Zaremba

CITY ATTORNEY'S OFFICE
HUMAN RESOURCES

William L. M. Nary
City Attorney/HR Director

Dore W. Baird, Jr.
Deputy City Attorney

Emily Kane
Deputy City Attorney

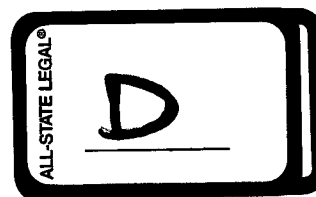
Gene R. Bennett, Project Manager
Jerry S. Frank, CEO
PETRA INCORPORATED
9056 W. Blackeagle Drive
Boise, Idaho 83709

Re: Performance Concerns
New City Hall Project

Dear Jerry and Gene:

I write to express some of the City Council's concerns and issues about how Petra has managed the new City Hall project, and request that you and your team attend an executive session at 5:30 pm on Tuesday, April 3, 2007 at City Hall to discuss those matters. The City Council hopes to receive information from your team on how the issues will be resolved and to receive specific assurances that your team will provide the construction management services on the remainder of the project with the attention and skill needed for the project to be successful. Our hope is that a complete discussion of these issues will lead to understandings and agreements that will prevent, or at least minimize, future impacts on the project.

It may be helpful to start by reiterating why the City chose to hire a professional construction manager to represent the City's interests on this project, and why the City chose Petra to be its construction manager. The need for professional management services is apparent because the City does not have any construction professionals on staff and the project is sufficiently large and complicated that professional expertise is needed. After a lengthy selection process, the City selected Petra based on your representations about the expertise, skill and diligence of your team. We placed our faith and confidence in you to help us bring the project to completion successfully, and we entered into a detailed contract with you that clearly set forth our expectations of Petra for the project. A few of the expectations are illustrative and worth repeating here:



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- Construction Manager acknowledges and accepts the relationship of trust and confidence established with Owner by this Agreement and that this relationship is a material consideration for Owner in entering into this Agreement. . . . Construction Manager further covenants that Construction Manager will perform its services under this Agreement, in the exercise of ordinary and reasonable care and with the same degree of professional skill, diligence and judgment as is customary among construction managers of similar reputation performing work for projects of a size, scope and complexity similar to the Project. (See Section 1.1)
- Construction Manager has the professional knowledge, skills, experience, education and staffing to manage and coordinate the design and construction of the Project. The individual employees of Construction Manager that will render services pursuant to this Agreement are knowledgeable and experienced in the disciplines required for this Project. (See Section 2.1.3)
- Construction Manager shall carefully observe the Work of each Contractor whenever and wherever necessary . . . to determine the quality and quantity of the Work in comparison with the requirements of the Construction Contract [and to] protect Owner from continuing deficient or defective Work. (See Section 4.7.9)
- Construction Manager shall perform all of Construction Manager's services in compliance with all applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Project, any applicable permits and any recorded covenants, conditions and restrictions affecting the Site. (See Section 2.7)

To frame the discussion, I would like to raise some very specific concerns and issues. We have discussed some of these concerns before; however, I wish to raise them again because of the serious impacts that they have had, and may continue to have, on the project. This letter is not an exhaustive list of our concerns with Petra's management of the project, but only the most currently pressing concerns that we hope will be shortly resolved.

1. Concerns about Project Staffing and Diligence.

We question whether Petra has adequately staffed the project. Our perception is that Petra's staffing inadequacies appear to have resulted insufficient diligence on critical matters that are Petra's responsibility. For example, our legal and purchasing staff have spent an inordinate amount of time tracking and managing issues that should have been handled by Petra. We are not questioning the professional qualifications of Wes Bettis or Gene Bennett. Instead, we are concerned that their obligations on other projects have prevented them from devoting the time and attention to our project necessary to ensure that tasks are completed timely and properly. These problems have persisted despite Petra's past assurances that the Project would be adequately staffed. Some of the problems experienced have created additional cost and liability for the City, and may cause us to lose confidence in Petra's team. For illustrative purposes, a few examples follow.

a. Delay in Addressing Irrigation Ditch Issue. In November 2006, Petra notified LCA of the need to design and bid-out work necessary to repair or replace the irrigation ditch along the south property line that was destroyed during demolition. A deadline of April 15, 2007 was noted at that time because the ditch needed to be back in service before the summer water flows began. Although Petra included this work in the current bid packages, this is of no use to the City because of the bidding delays. We reminded Petra of this matter last week and were forced to scramble an emergency procurement together to retain a contractor that can start work next week. This problem was unnecessary and frustrating to our staff. Further, it has resulted in potential liability to the City if the work is not completed on time.

b. Delay in Securing a Surveyor. With demolition almost complete, Petra discovered in early January 2007 that they had not yet scheduled a surveyor to perform the required topographical and boundary surveys. The surveyor contacted by Petra was booked through February, which would have presented an unacceptable delay in procuring the surveys necessary to complete the building plans. After significant scrambling, a different surveyor was located who was able to perform the work in a timely manner. Although it appears that this matter was caught in time, it very nearly caused significant and unnecessary delays in the project.

c. Delay in Shell and Core Bid Document. In early January 2007, the City's purchasing agent began asking Petra when the City would receive the boilerplate shell and core bid packages for review. Many subsequent requests were made but no materials were provided by Petra for review until the same week that the bid documents were released in early March. We need to receive future bid package boilerplate with ample time in advance of the release date in order to facilitate their proper review and efficient coordination between all parties.

d. Improper Staff Substitutions. Our agreement with you specified the staff to be assigned to the Project. We went through the effort of doing so because we care very much about knowing with whom we have placed our faith and confidence. Petra's January staffing plan substituted the project superintendent without the required approval. Further, the staffing plan did not specify a foreman. We requested the qualifications of the substituted staff with specific reference to actual owner-representative construction management experience. Petra promised to deliver this information on March 19, 2007. We received information on project superintendent Jon Anderson a week later and still have not received any information identifying the project foreman. The quality of the staff Petra assigns to our project is critical to the project's success, and we are very concerned about Petra's unauthorized substitutions and the lack of information regarding the critical staff on the project. Further, we do not believe that the information received to date is sufficient for use to determine that the qualifications of the substitute staff proposed by Petra are acceptable.

2. Poor Management of Demolition Contractor.

The City is very dissatisfied with Petra's management of the demolition contractor. The City made the effort to walk the project site with Petra personnel to identify the location of four water well heads that needed to be preserved during demolition so that they could be properly decommissioned (as required by law) by the well abandonment contractor. This decommissioning needs to occur before construction on the site improvements can begin. However, either the proper information and instructions were not communicated to the demolition contractor or the demolition contractor failed to follow the instructions. After the demolition work was complete, the well abandonment contractor discovered that the site had been scraped clean with no sign of the well heads above ground. The well heads were located using GPS systems and much frustration and perseverance. The mangled well heads were found between 7 and 12 feet below grade. The additional decommissioning work made necessary by the damage to the wells included excavation, casing extensions, backfilling, compaction, increased oversight, inspection, additional camera surveys, additional water tankers to clear the wells, and clearing of debris shoved into the wells. To date, the City has incurred additional expenses that exceed \$10,000 to bring the wells back to pre-demolition abandonment status.

Whether or not the demolition contractor bears some responsibility for this matter, it appears to us that Petra may have failed to properly inform the demolition contractor of the water wells and/or failed to properly manage the contractor. See Section 4.7.9 of our agreement with you, which states "Construction Manager shall carefully observe the Work of each Contractor whenever and wherever necessary . . . to determine the quality and quantity of the Work in comparison with the requirements of the Construction Contract [and to] protect Owner from continuing deficient or defective Work." We do not yet know the cost and time impacts that this matter will have on the project, but we expect them to be substantial.

3. Improper Management of Contaminated Soil Removal.

The City is very dissatisfied with Petra's management of the contaminated soil remediation. We were notified of the soil condition on February 21, 2007. Petra then recommended removing the soil to determine the extent of the contamination as work progressed. The City granted Petra's request to obtain a soil sample to be analyzed for abatement purposes. As soil removal was about to begin, the City requested documentation of the laboratory results. The soil sample had not been properly processed for the results to be laboratory certified. Petra then notified the City of this oversight and recommended an official soil test prior to removal of soil. However, instead of proposing an official soil test solution that would result in certified results, Petra then simply presented this issue to the City's purchasing agent for direction.

After the soil removal activities begun with Petra's authorization, the City asked Petra whether the contaminated soils were being removed in compliance with the property regulatory authorities. Four days later, Petra notified the City that the soil removal work had been halted on the grounds that "the City" did not secure a required permit from DEQ. The City was, however, relying on Petra to manage the soil removal on the City's behalf. See Section 4.7.5

March 30, 2007

Page 5

of our agreement with you, which states that "Construction Manager shall verify that the required permits . . . have been obtained." It is no understatement to note that Petra's failure to adequately manage the soil removal has created tremendous potential liability to the City and others, including the very real possibility of large civil fines, criminal penalties and a complete shutdown of the entire project. Fortunately, a spirit of cooperation from DEQ management have allowed us to, at this point, avoid any serious consequences.

The City Council looks forward to fully discussing the concerns and issues raised in this letter with you. We have approximately 40 minutes on the agenda for this discussion, with the first half reserved for you and your team to respond directly to these issues and concerns. If you have any questions or matters to discuss before executive session meeting, please call me directly. Again, the City Council hopes that a complete discussion of these issues will lead to understandings and agreements that will prevent, or at least minimize, future impacts on the project.

Very truly yours,



Ted W. Baird
Deputy City Attorney

cc: Mayor Tammy de Weerd
City Council Members
William G. Berg, Jr., City Clerk
William L. M. Nary, City Attorney
Keith Watts, Purchasing Agent

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JUL 06 2010

J. DAVID NAVARRO, Clerk
By **J. RANDALL**
DEPUTY

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Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**PLAINTIFF'S MEMORANDUM IN
OPPOSITION TO PETRA'S
MOTION FOR SUMMARY
JUDGMENT**

COMES NOW the Plaintiff/Counterdefendant City of Meridian ("City"), by and through its counsel of record, Kim J. Trout of the firm Trout Jones Gledhill Fuhrman Gourley, P.A., and hereby submits the following Memorandum in Opposition to Petra's Motion for Summary Judgment. This memorandum is supported by the Affidavits¹ filed concurrently herewith, as well as the papers and pleadings filed in this matter. The City took the depositions of Jack Lemley², continued deposition of Tom Coughlin and the continued deposition of Gene Bennett on June 16, 21, 22-23, respectively. With the exception of the deposition of Jack Lemley, the final transcripts of Tom Coughlin and Gene Bennett have

¹ All affidavits referred to herein, unless otherwise noted, are the affidavits filed concurrently herewith.

² The City began the deposition of Jack Lemley, however has yet to schedule a time for the completion of Mr. Lemley's deposition.

not been received by the City in final format. The City reserves the right to supplement this Memorandum in Opposition to Petra's Motion for Summary Judgment after it has an opportunity to review the deposition transcripts.

I. INTRODUCTION

The City responds to the massive filing by Defendant Petra Incorporated ("Defendant" or "Petra") with two requests to the Court. The City respectfully requests that the Court: (1) *not accept* any of Petra's claimed facts at face value, and (2) find that the City is entitled to test Petra's credibility. In effect, Petra's shotgun approach has forced the City to attempt to prepare this case for trial, without the benefit of full disclosure by Petra or discovery in compliance with the Rules of Civil Procedure.

First, it is important to note that Petra engulfs the Court and the City with the age-old Latin concept: *ipse dixit* – *I say it, therefore it is!* Petra's strategy is simple - if Petra and its employees say something often enough and loud enough, then whether it is the truth or not simply doesn't matter. The City respectfully requests that the Court carefully examine each and every document submitted by Petra to dissect fact from fiction. As will be learned, the story which Petra weaves is primarily a fiction created to extract money from the City for a job not done. It is only through critical examination of the documents, which fail to support the "undisputed facts" as submitted by Petra, that one can extract the truth - which Petra seeks to obfuscate by sheer weight.

Secondly, as the Court will be the finder of fact in this case, the City is entitled to test Petra's credibility. Therefore, at this stage, all inferences drawn from the "evidence" presented by Petra must be taken in favor of the City as the Court examines Petra's ill founded motion.

II. LEGAL STANDARD

The Court is well aware of the summary judgment standard, and it need not be repeated here except to the extent that the standard mandates that the Court liberally construe the facts in the record in favor of the City, and to draw all reasonable inferences from the record in favor of the City. *G & M Farms v. Funk Irrigation Company*, 199 Idaho 514, 517, 808 P.2d 851,854 (1991). Here, as will be set forth below and as contained in the affidavits filed concurrently herewith, every material fact claimed by Petra is either false, or disputed by the City and, therefore, summary judgment at this stage is simply not appropriate.

III. ARGUMENT

A. The Affidavit of Eugene Bennett, Thomas Coughlin, Jerald Frank and Jack Lemley Should be Stricken.

As set forth in more detail in the City's Memorandum in Support of Plaintiff's Rule 56(f) Motion and the Memorandum in Support of the City's Motion to Strike, the Court should not consider many of the statements made by Bennett, Coughlin, Frank and Lemley, which each make the identical conclusory assertion that Petra performed its work in accordance with the applicable standard of care for construction managers. The City respectfully defers this section to the motions identified above and incorporate their arguments as if fully set forth herein.

In addition, with respect to Jack Lemley, the City contends that there is not one single stated factual basis nor reason provided for the opinion expressed in the affidavit, as required by Rule 26(b)(4)(A)(i). Without such a statement, there is no basis from which the Court can assess the credibility of the opinion. Petra has also failed to state the compensation to be paid for providing this testimony. In short, the Lemley opinion is pure *ipse dixit*.

Petra has served a report of Lemley International, Inc. upon the City, but the deposition of Jack Lemley is yet to be completed, and a deposition of Lemley International, Inc. will need to be scheduled. The City reserves its right to supplement its Opposition to Petra's Motion for Summary Judgment upon the completion of the deposition of Jack Lemley and the taking of the 30(b)(6) deposition of Lemley International, Inc.

B. Petra Failed to Perform Its Work in Accordance with the Applicable Standard of Care.

Assuming Tom Coughlin's, Jerry Frank's, Gene Bennett's, and Jack Lemley's statements are not stricken from the record, the statements of "fact" set forth therein are rebutted by the Affidavits of Steve Amento, Laura Knothe, Keith Watts, Ted Baird, Todd Weltner, and Dave Powell filed in support of this memorandum.

It should come as no surprise that Petra's employees and founder state that Petra performed the work with the applicable standard of care. However, as the affidavits of Steven J. Amento and Laura Knothe state, after a review of selected documents, that Petra did not act with the standard of care of a construction manager.³ Steven J. Amento having reviewed selected documents produced in discovery in this matter has found that the project records maintained by Petra and the records maintained by the City do not match, specifically with respect to a Pac-West invoice contained in Pay Application No. 17.⁴ It is apparent that the writing on the face of the invoice maintained by Petra was covered or erased prior to the City's copy of the Pac-West invoice being made.⁵ This clearly does not meet the standard of care applicable to a construction manager.⁶ Needless to say, Petra's

³ Knothe Affidavit ¶¶8; Amento Affidavit ¶¶ 15, 17, 24, 26, 37, 45, 47, .

⁴ Amento Affidavit ¶¶ 34-37.

⁵ *Id.*

⁶ *Id.*

fabrication of billings is reprehensible fraud. Petra's claim that it did its job, let alone did it well, is incredulous and defies the requirement of candor to the tribunal.

Petra had a duty to administer the Prime Contracts⁷, including with respect to the contractually mandated dates of Substantial Completion. Petra's failure to manage these contractually mandated dates of Substantial Completion, materially damaged the City, and cannot possibly meet any standard of care. For example, Western Roofing, Inc., the Prime Contractor responsible for installing the roof, had a contractually required Substantial Completion date of November 23, 2007.⁸ The Prime Contract also calls for Liquidated Damages in the amount of \$500 per day for each day after the November 23, 2007 date of Substantial Completion.⁹ Each of the Prime Contracts issued for the construction work on the Project contain an identical clause with respect to the assessment of liquidated damages. No certificate of Substantial Completion was issued for Western Roofing, and there were no changes in the Substantial Completion date to Western's Contract.¹⁰ Petra's unilateral and arbitrary modification of the contractually mandated Date of Substantial Completion for Western Roofing is in direct derogation of the City's contractual economic right to collect Liquidated Damages.¹¹

In addition to Petra's failure to administer the Prime Contract of Western Roofing, Petra failed to ensure that Certificates of Substantial Completion were issued, thereby foreclosing the City's contractual right to collect Liquidated Damages from the Prime Contractors.¹² Petra's conduct fails to meet the applicable standard of care of a Construction

⁷ Amento Affidavit ¶¶ 26, 43.

⁸ Amento Affidavit ¶¶ 38 & 39 and Exhibit "T"

⁹ *Id.*

¹⁰ Amento Affidavit ¶¶ 38-45.

¹¹ *Id.*

¹² Amento Affidavit ¶ 46.

Manager.¹³ Thus, under any reading of the law and the facts presented by Petra and the City, show that disputed material facts exist which require determination at a trial.

C. Petra Failed to Perform Its Duties Under the Construction Management Agreement (“CMA”).

Petra’s assertion that it fulfilled its responsibilities under the CMA is simply false. An item by item, careful examination of each of the premises upon which Petra relies will evidence Petra’s failure to be candid with the Court on this issue.

Petra asserts, “they [LCA] signed off on the Project.”¹⁴ However, it is first important to note that Petra fails to define what “signed off on the Project” means. In support of its motion, Petra relies heavily on conclusory statements from Gene Bennett, a Petra employee, and a copy of Pay Application No. 17, wherein the Architect Certifies that specific Pay Application. To the contrary, the documents produced in this case, at least those produced by Petra, fail to identify any single document in which LCA “signed off on the Project”.¹⁵

In fact, a review of documents produced in this case, will show that Petra did not obtain the Architect’s Certificate for Payment on thirteen of the thirty pay applications.¹⁶

Further, it is important to note, that Petra would like to assert that LCA has reviewed Petra’s work, and the requirements of Petra as set forth in the Construction Management Agreement (“CMA”). However, Petra has failed to produce a single document wherein LCA has reviewed the CMA, and performed an analysis of Petra’s work performance under the CMA.¹⁷

¹³ Amento Affidavit ¶ 47.

¹⁴ Petra’s Statement of Undisputed Material Facts pp. 20-21 & FN 49.

¹⁵ Trout Affidavit dated July 6, 2010 ¶¶ 3 & 4.

¹⁶ Watts Affidavit ¶ 32 & Exhibit “G” & “H”.

¹⁷ Trout Affidavit dated July 6, 2010 ¶¶ 3 & 4.

Petra then points the finger at Material Testing, Inc. (“MTI”), stating that they attested that the work met the specifications.¹⁸ MTI was hired to perform soil testing, compaction testing, inspection and testing of steel welds on the Project. While MTI produced reports with respect to these specific areas of the Project, MTI was not hired, as Petra would lead this Court to believe, to review all the work, including that of Petra, when in fact, MTI was hired only to ensure that specific portions of the work of specific Prime Contractors met *specific* specifications. No documents have been produced in this case by Petra, which show that MTI “signed off on the Project,” reviewed the CMA nor have they performed an analysis of Petra’s work performance as required under the CMA.¹⁹

Petra next asserts that Heery International, Inc., the commissioning agent, conducted periodic onsite inspections.²⁰ Petra would again like the Court to believe that because Heery International reviewed the functional aspects of the Project for operational purposes, such as the water system and determining a minimal level of functionality, that somehow Heery “signed off on the Project” including Petra’s work under the CMA.²¹ Heery International did not “sign off on the Project” as Petra would like to have this Court believe. Again, there are no documents produced in this Case, wherein it appears that Heery International “signed off on the Project,” reviewed the CMA nor have they performed an analysis of Petra’s work performance under the CMA.²²

Finally, Petra asserts that City employees “signed off on the Project.” Petra fails to identify a single employee of the City, other than a general reference to “employees and building inspectors” that “signed off on the Project.” In fact no documents produced in this

¹⁸ Petra’s Statement of Undisputed Material Facts p. 21 & FN 52.

¹⁹ Trout Affidavit dated July 6, 2010 ¶¶ 3 & 4.

²⁰ Statement of Undisputed Facts p. 21 & FN 50

²¹ Trout Affidavit dated July 6, 2010 ¶¶ 3 & 4.

²² Trout Affidavit dated July 6, 2010 ¶¶ 3 & 4.

case support that any employee, including building inspectors, have “signed off on the Project”, reviewed the CMA—other than those personnel who are involved in this litigation—nor has any employee or building inspector performed an analysis of Petra’s work performance under the CMA.²³

Petra’s assertion is simply another *ipse dixit*. Petra’s duties under the CMA did not include physical construction of the building. Whether or not complete²⁴ the punchlists referred to in the Bennett affidavit have nothing to do with Petra’s job duties under the CMA. And in fact, the Work required by the Contract Documents was not complete as of August 9, 2009.²⁵

Petra would like to lead this Court to believe that the City, by way of issuing Occupancy Permits, has accepted Petra’s work, and that Petra’s duties under the CMA were thereafter concluded.²⁶ The assertion, another conclusory statement by Gene Bennett, that the Certificates of Occupancy issued by the City have any meaning with respect to Petra’s work under the CMA is ludicrous.

First, as a matter of fact and law, under the City of Meridian Ordinances, a “Certificate of Occupancy” is only a certification that the building and site, or some portion thereof, meets the city building codes.²⁷ Contrary to Petra’s assertion, a certificate of occupancy has no relevance or relationship to the CMA. A review of the CMA, shows that there is no reference to certificates of occupancy. If the Court reviews the documents that Petra relies upon for this assertion with respect to Certificates of Occupancy²⁸, the Court will

²³ Trout Affidavit dated July 6, 2010 ¶¶ 3 & 4.

²⁴ A review of Exhibit “A” to the Knothe Affidavit, it appears that punchlist items were assigned an item number, however it appears that not all item numbers are included in the “punchlists” attached to the Bennett Affidavit of May 5, 2010.

²⁵ Knothe Affidavit ¶ 7.

²⁶ Petra’s Memorandum of Law in Support of Motion for Summary Judgment, Pg 5.

²⁷ City of Meridian Code (Id.) § 11-1A-1.

²⁸ Baird Affidavit, ¶ 45.

note that there is nothing on the Certificate of Occupancy that refers to Petra, its work under the CMA, or the CMA in any fashion. In fact, the Certificates relied upon by Petra are incomplete.²⁹

In addition to Petra's assertion being factually false, the cases cited by Petra in its attempt to apply the completed and accepted doctrine to this case simply do not apply to this case. At the outset, it is important to note that there are Idaho cases on point that interpret and apply the completed and accepted doctrine and, therefore, cases from foreign jurisdictions cited by Petra are not relevant or controlling in this case. Initially, a review of cases on point, including *Black v. Peter Kiewit Sons' Co.*, 94 Idaho 755, 497 P.2d 1056 (1972), and the majority of cases from other jurisdictions only apply the completed and accepted doctrine in the realm of a tort action, not a contract action. Other notable elements that are almost universally found in cases applying the doctrine include: an action for personal injury; the defending contractor retained no control over the project at the time of the accident; no privity of contract existed between injured party and contractor; no warranty issues were in play; and claims were being made by third parties.

Here, the issues in the case primarily revolve around a contractual dispute between two parties to the contract - Petra and the City. There is not a claim for personal injury, the City and Petra remain in privity of contract, Petra retained control over the Project at the time of the disputed services, warranty issues are involved, and the claims are not being raised by an unrelated third party.

The only case that does not involve a negligence action for personal injury was decided by the Louisiana Court of Appeals in *E.G. Schafer Const. Co. v. Gallagher Transfer and Storage Co., Inc.*, 495 So.2d 348 (1986). In a very brief opinion, the court in *E.G. Schafer*

²⁹ *Id.*

applied the completed and accepted doctrine to bar the claim by the property owner against a construction manager for repairing defective work when the owner made an “unqualified acceptance” of the construction work. *See id.*

In this case, the City has never made an unqualified acceptance of the Project as complete.³⁰ More importantly, the City has never “accepted” Petra’s work under the CMA as “complete.” Petra has failed and refused to perform any of its contractual duties after the City occupied the building, including its duty to respond to the City’s requests for warranty work to be performed.³¹

Moreover, as the City has continued to pour through the documents, which Petra has slowly trickled out in the discovery process, the City now finds that Petra’s breaches of its fiduciary duty, its duty of good faith and fair dealing, and breaches of the specific terms of the CMA are much broader than first thought as of September of 2009, which breaches include, but are not limited to:³²

1. Petra’s attempts to defraud the City by submitting false pay applications is a breach of the CMA;
2. Petra’s failure to administer the Prime Contracts for the economic benefit of the City (i.e. waiving Millions of Dollars in Liquidated Damages) is a breach of the CMA and is grossly negligent;
3. Petra’s failure to protect the City against defective and deficient work by the Prime Contractors is a breach of the CMA;³³

³⁰ Baird Affidavit ¶ 41.

³¹ Watts Affidavit ¶ 13.

³² *See*, the Affidavits of Keith Watts, Ted Baird, Steve Amento, Laura Knothe, and Todd Weltner

³³ Baird Affidavit ¶ 7

4. Petra's failure to keep and maintain records describing hourly services with particularity as required by the CMA and simply block billing employees' time is a breach of the CMA;³⁴

5. Petra's double billing is a breach of the CMA;³⁵

For Petra to assert its performance under the CMA was in any way completed is simply false and is another of Petra's *ipse dixit*.

D. Petra's Claims Are Barred By Its Admitted Failure to Comply with § 7 of the CMA.

Section 7 of the CMA states that, "[p]rior to providing any additional services, Construction Manager shall **notify** Owner of the proposed change in services and **receive** Owner's approval for the change." *Construction Management Agreement*, § 7. Therefore, in order to receive compensation for providing extra services, Petra must have given the City notice and received the City's approval for any requested change.

However, despite the fact that it is axiomatic in contract law, and the law of Idaho, that when a contract places a duty which is an express condition precedent upon a party, the party claiming the benefit of the contract must perform the condition in order to obtain the benefit of the agreement,³⁶ beginning at page 8 of its Memorandum, Petra vainly attempts to explain away its failure to comply with § 7 of the CMA.

Here, Petra, despite its submission of thousands of pages of paper and hundreds of pages of affidavits, fails to provide a single piece of paper or a single affidavit paragraph

³⁴ Baird Affidavit ¶ 32.

³⁵ On December 8, 2009, the City submitted an "In Camera Affidavit of Kim J. Trout in Support of Plaintiff's Motion and Memorandum Seeking Reconsideration." A copy of which is now being transmitted to Petra's Counsel, and is incorporated as if fully set forth herein.

³⁶ *Johnson v. Lambros*, 143 Idaho 468, 147 P.3d 100 (Ct. App. 2006).

stating that Petra sought and received the City's 'direction, decision, consent or approval' for **'Petra's proposed change in services'**.

This requirement in Section 7 was specifically designed and included in the CMA for the purpose of precluding every single argument Petra makes for its claim. The express duty to seek and obtain City approval ***prior to providing any additional services*** fell squarely on Petra. Not only was this duty express, but because of the fiduciary duty held by Petra it was, and remains, held to a higher standard of responsibility for its duties under the CMA.³⁷ Thus, it defies understanding how Petra, with a proverbial straight face, can argue it performed *all* of its duties under the CMA, when the one duty of paramount importance to its claims for extra fee, and claims for extra reimbursement **were never presented to the City before Petra began providing the additional claimed services.**³⁸

Even more importantly, Petra is contractually barred from its attempt to push this responsibility in any fashion off to the City. Section 2.2.1 of the CMA bars Petra's assertions in the entirety of Section 5 of the Petra memoranda. Section 2.1.5 provides that the **"Construction Manager assumes full responsibility to Owner for its own improper acts and/or omissions..."** If Section 2.1.5 were not enough, when tied to another express Petra responsibility, the *picture of Petra's failure* is complete. Section 2.2 of the CMA states that the **"...Construction Manager shall notify Owner of any decisions that are required to be made by Owner, and any deadlines pertaining thereto...."**

³⁷ Under the CMA, Petra agreed that: **"Construction Manager acknowledges and accepts the relationship of trust and confidence established with Owner by this Agreement and that this relationship is a material consideration for Owner in entering into this Agreement. Accordingly, Construction Manager shall, at all times, act in a manner consistent with this relationship....Construction Manager shall, at all times, further the interest of Owner..."**. Affidavit of Eugene Bennett dated April 7, 2010, Exhibit "A".

³⁸ The City disputes that any of the alleged services claimed by Petra are "additional". Given the evolutionary nature of the Project, and the requirement that Petra do all things necessary to manage the design and construction, the City asserts that the work promised to be performed by Petra was all contained within the scope of the payments expressly set forth in the CMA and that none of the work was "additional".

Petra's duty to notify, present its plan for 'additional services', and obtain the City's consent by an official decision is clear and unambiguous. Likewise, Petra's responsibility for its own *omission* is just as clear and unambiguous. As a matter of fact and law, all of Petra's claims are barred and the Court must dismiss them as frivolous. Petra's own *omission* is its undoing, and the contractual conditions precedent have never been satisfied. If Petra had properly sought approval, and the approval was denied, it could have chosen to not provide any services it considered to be 'additional'. The CMA squarely put the burden of performance on Petra and Petra failed.

Furthermore, Petra's duties were expressly subject to Section 10.13 -- "Time of Essence" provision of the CMA, which provides that "all times provided for in the agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence." Thus, Petra's *omission* to perform the express duties which were conditions precedent to the City's potential obligation to pay for 'additional' services, is now clearly time barred. **Petra knew its duty under Section 7, and it intentionally failed to inform the City about its claim for additional fees and costs.**

Instead, what Petra did was try to sneak one in the back door. In repeated cost estimates on January 15, 2007, February 12, 2007, April 3, 2007, and July 12, 2007 Petra did not once increase the "CM Fee" in its Project Cost Summaries. **Petra expressly told the City that both its reimbursables and construction management fee *would not increase one penny, even though the estimated cost exceeded \$20 Million Dollars!***³⁹

³⁹ Trout Affidavit, Exhibit "B" and Exhibit "D", specifically the deposition of Eugene Bennett dated February 19, 2010 at 132:5 – 140:18. Mr. Bennett testified that as of July 12, 2007 Petra knew of every major element which it now claims is a "change" to the Project, including square footage, HVAC, Electrical, Mechanical, the Plaza, Council Chambers, and of LEED and the Site Conditions, yet Petra represented that its 'costs' for Construction Management Fee and Reimbursables would not increase.

Petra wholly mislead the City into beginning construction and not once, until the City was committed to proceed properly advised the City it anticipated one cent of extra reimbursables or construction management fees until its belated Notice of Claim in November of 2007, well after construction had begun.

Any claim by Petra was waived by its failure to act when under an express duty to inform and advise the City. Petra now seeks to be rewarded for its fraudulent misrepresentations when it knew of every claimed 'change', yet continued to expressly tell the City there would be no increase in Petra's fees or costs. Given its claimed expertise in construction management⁴⁰, it absolutely defies credibility for Petra to suggest that it 'didn't know' it would seek a fee and cost increase.

The City had a right to rely on Petra's representations before it committed to going forward with the Project at the time of the first bids, and it did rely on those representations which we now know were absolutely and categorically false.⁴¹ The City certainly entered into the contracts for Phase II, and thereafter, in direct reliance upon Petra's false representations about the cost of Petra's fee and reimbursables.

Petra signed the CMA. The rule in Idaho is established beyond doubt that Petra manifested its assent to the contract and cannot now claim that it didn't understand its duties and the express conditions precedent that it must follow. *See, Swanson v. Beco Construction Companies*, 145 Idaho 59, 63, 175 P. 3d 748, 752 (2007) (Party is deemed to know terms of contract it signs and failure to read does not excuse that party's performance.) *Irwin Rogers Insurance Agency v. Murphy*, 122 Idaho 270, 833 P. 2d 128 (1992) (Party who signs instrument cannot later claim ignorance of its contents). Petra's claims are barred, and must be dismissed with prejudice with an award of attorney's fees to the City.

⁴⁰ Affidavit of Eugene Bennett dated April 7, 2010, Exhibit "A" Section 2.1.3.

⁴¹ Baird Affidavit ¶¶ 13, 14, 16 & 17. Noting that when Mr. Baird wrote Petra on March 30, the City was prepared to terminate Petra's services for its categorical failures in performance, but when Petra appeared before the City Council on April 3 Petra begged for forgiveness for its failed performance and begged the City for the opportunity to manage the construction and that it would 'perform' as required by the CMA. Petra now asks the Court to reward it for lying to the City.

E. The City Never Accepted Petra's Work Under the CMA.

As is clear from the Affidavits of Ted Baird and Keith Watts, the City has never accepted Petra's work under the CMA, nor have they been asked to. Assuming, arguendo, that Petra performed 'extra' services (a 'fact' which the City absolutely denies), the fact that the City entered in to contracts for construction in reliance upon Petra's false representations regarding its fees and costs, means only that Petra's 'fraud' vitiates any consent the City may have given, unintentionally, to Petra's 'extra' work.

Petra's claims of waiver are simply groundless. However, even if considered, the existence of waiver is a question of fact, which precludes any consideration of summary judgment here. *Batchelor v. Payne*, 2009 WL 2929264 at * 3 (D. Idaho 2009).

Likewise, any claim of estoppel is groundless and precluded by the doctrine of unclean hands.

The doctrine of "unclean hands" is based on the maxim that, "he who comes into equity must come with clean hands." *Gilbert v. Nampa School Dist. No. 131*, 104 Idaho 137, 145, 657 P.2d 1, 9 (1983). It allows a court to deny equitable relief to a litigant on the ground that his or her conduct has been "inequitable, unfair and dishonest, or fraudulent and deceitful as to the controversy at issue." *Gilbert, supra*; see also *Hoopes v. Hoopes*, 124 Idaho 518, 522, 861 P.2d 88, 92 (Ct.App.1993); 27 Am.Jur.2d. Equity § 126 (1996). In determining if this doctrine applies a court has discretion to evaluate the relative conduct of both parties and to determine whether the conduct of the party seeking an equitable remedy should, in the light of all the circumstances, preclude such relief.

Sword v. Sweet, 140 Idaho 242, 92 P.3d 492 (2004). Petra's knowledge, *as the construction management professional*, of each and every element of the claimed 'changes' upon which it now bases its claims for extra costs and fees, **while at the same time representing to the City that there would be no increase in its costs and fees, bars Petra's claims.**

Similarly, the doctrine of quasi-estoppel bars Petra's claims as a matter of law. Petra specifically represented to the City at all times in its cost estimating process that Petra's fees

would not change.⁴² Petra now seeks an unconscionable advantage over the City, by changing its position and claiming that even though it knew of each of the elements of the so-called ‘change’ and continued to tell the City its fees and costs would not change, it should now be compensated for ‘extra’ work it cannot document.

F. The Alleged Unilateral Conduct of Petra Cannot Modify The Express Written Terms of the Construction Agreement.

In what should be considered a tacit admission that Petra seeks relief that is not afforded by the express terms of the Construction Agreement, Petra asserts that it engaged in a course of conduct which unilaterally modified (or in Petra’s word “amended”) the Construction Agreement so as to render the express requirement a nullity.⁴³ Petra’s argument should be rejected.

In the first instance it should be noted that Petra’s argument that an agreed course of conduct modified the express terms of the Construction Agreement is belied by the very testimony of Petra’s Gene Bennett. As Mr. Bennett acknowledged, Petra’s belief that there existed a modification of the Construction Agreement is based on its own, uncommunicated beliefs.⁴⁴ It is axiomatic that one party to a written contract cannot alter the terms of the contract without the assent of the other. *See Great Plains Equipment, Inc. v Northwest Pipeline Corp.*, 132 Idaho 754, 769, 979 P.2d 627, 642 (1999).

However, even if these uncommunicated and unconfirmed beliefs could be relied upon to assert a modification to the express terms of the Construction Agreement, Petra wholly ignores the heightened burden it bears in asserting a modification to a written

⁴² Trout Affidavit, Exhibit “B”.

⁴³ Petra argues that the course of conduct also “supplemented” the Construction Agreement with respect to “missing terms”, yet Petra fails to identify what exactly are the “missing terms”. Thus Petra’s argument should be construed as to that which it is – an attempt to have the express terms of the Construction Agreement modified.

⁴⁴ The citation to Mr. Bennett’s deposition transcript will be provided, in supplement, when the final transcript has been reviewed. The City hereby reserves its right to supplement its opposition to Petra’s motion for summary judgment with the citations to the final transcripts of the Coughlin, Bennett and Lemley depositions.

contract. A party seeking to establish a parol modification to an existing written agreement must establish the modification by clear and convincing evidence. *Ore-Ida Potato Products, Inc. v. Larsen*, 83 Idaho 290, 293-94, 362 P.2d 384, 385 (1961). See also *Bouten Const. Co. v. McEl Land Co.*, 125 Idaho 957, 965, 877 P.2d 928, 936 (Ct. App. 1994) (stating that “the party asserting that provisions of a written contract were subsequently waived or modified by oral agreement or by conduct of the parties has the burden of proving the assertion by “clear and convincing” evidence.)

Finally, while Petra is correct in noting that implied terms derived from usage and custom can supplement the terms of a parties’ agreement, such implied terms can only be used to define, explain or give clarification. *Commercial Insurance Co. v. Hartwell Excavating Co.*, 89 Idaho 531, 541, 407 P.2d 312, 317-318 (1965). Thus, implied terms cannot be used to contradict express terms, as the purpose is to determine “what the contract really was and not to overthrow it.” *Id.*

Petra simply cannot sustain its burden of proof that is unilateral, uncommunicated, and unconsented to beliefs worked an oral modification of the parties express agreement as embodied in the provisions of the Construction Agreement. As such, Petra’s Motion for Summary Judgment on the basis of a modification, whether it be based on course of conduct or implied terms, must be rejected.

G. The “Cardinal Change Doctrine” Is Without Application In This Matter.

Petra further argues that it is entitled to application of the “cardinal change doctrine” as an alternative basis to evade the application of the express terms of the Construction Agreement. The cardinal change doctrine is applicable where deviations to a contract “altered the very nature of the thing to be constructed”, but is not available as a remedy where “the project it ultimately constructed was essentially the same as the one it contracted

to construct.” *Atlantic Dry Dock Corp. v. U.S.*, 773 F.Supp. 335 (M.D. Fla. 1991). Thus, where the changes are not to the nature of the project the contractor is asked to perform, but rather relate to other causes for escalated cost, the cardinal change doctrine is without application. *Pellerein Const., Inc. v. Witco Corp.*, 169 F.Supp.2d 568, 587 (E.D. La. 2001). Stated another way, while the cardinal change doctrine is not “susceptible to precise calculus”, it is not available as a remedy where the essence of the contract remains unchanged and only the details of performance may have altered. *Paragon Energy Corp. v. U.S.*, 229 Ct.Cl. 524, 1981 WL 22045 (1981) (denying application of cardinal change doctrine where contract changes resulted in over \$2,00,000 in additional cost).

H. The Construction Management Agreement Does Not Preclude Claims By The City Against Petra Which Are, In Total, Less Than One Percent Of The Total Construction Price.

Citing to paragraph 2.1.4 of the Construction Management Agreement, Petra asserts, essentially, that Petra was given blanket authority to have the City incur approximately a quarter of a million dollars in damages without any recourse to Petra. A careful review of the cited clause demonstrates that not only does the language of the clause itself not support Petra’s assertion of a prohibition, but such a provision is directly contrary to the express duties imposed upon Petra.

In the first instance, it should be noted that nothing in the quoted language of paragraph 2.1.4 even implies that the City waived any claims arising from Petra’s negligence that have a value of less than one percent of the construction costs. In truth, and as explained in the Affidavit of Franklin G. Lee, this clause was not a waiver of liability, but rather the imposition of an additional express warranty upon Petra to assure the City that no negligent act of Petra would cause an increase in costs beyond the one percent of construction cost value.

Moreover, to assert that the language of paragraph 2.1.4 granted a blanket release of liability to Petra up to, essentially, a quarter of a million dollars, would negate entirely the very duty imposed upon Petra in the following paragraph of the Construction Management Agreement. Pursuant to paragraph 2.1.5, Petra assumed “full responsibility to Owner for its own improper acts and/or omissions”. Additionally, Petra’s assertion would be directly contrary to its duty to indemnify the City “arising out of or resulting from performance of Construction Manager’s duties or responsibilities” under paragraph 2.10 of the Construction Management Agreement. In the interpretation of contracts, the court is obligated to give effect to the intention of the parties and not view a single provision in isolation, but rather view instead the entire agreement as a whole. *Nordstrom v. Guidon*, 135 Idaho 343, 347, 17 P.3d 287, 291 (2000); *Likley v. Max Herbold, Inc.*, 133 Idaho 209, 211, 984 P.2d 697, 699 (1999); *Magic Valley Radiology Associates, P.A. v. Professional Business Services, Inc.*, 119 Idaho 558, 808 P.2d 1303 (1991).

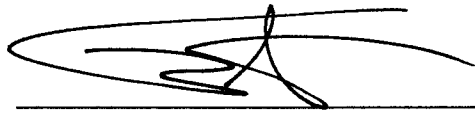
This Court should reject Petra’s attempt to isolate a single provision in the Construction Management Agreement for the purpose of construing it contrary to the intent of the parties as express stated elsewhere. Petra’s request for summary judgment in this regard should be denied.

IV. CONCLUSION

Petra’s claims are barred as a matter of law and summary judgment against Petra should be entered. Under any reading of the law, and given the disputed material facts at issue with respect to Petra’s motion, the motion must be denied, and the City respectfully requests the Court enter its Order doing so.

DATED this 6th day of July, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN
♦ GOURLEY, P.A.

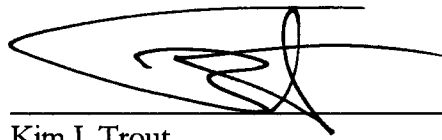
By: 
Kim J. Trout
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of July, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered	<input checked="" type="checkbox"/>
U.S. Mail	<input type="checkbox"/>
Fax	<input type="checkbox"/>
Email	<input type="checkbox"/>


Kim J. Trout

KIM J. TROUT, ISB #2468

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Attorneys for Plaintiff

NO. 449
A.M. FILED

JUL 08 2010

J. DAVID NAVARRO, Clerk
By J. RANDALL
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant

Case No. CV OC 09-7257

AFFIDAVIT OF STEVEN J.
AMENTO IN OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT

STATE of Washington)
)ss
County of King)

1. I am above the age of 18 years and have personal knowledge of the facts contained herein.

2. I am a co-founder and President of Corke Amento, Inc.

3. My curriculum vitae is attached hereto, and incorporated herein by reference as though fully set forth herein.

4. I am an experienced construction manager in the State of Washington, having managed several major projects over the course of my career. In my role as President,

2

I have directly or indirectly managed over 70 construction projects which have an aggregate value in excess of \$100 Million. I am very experienced with work on projects of size, scope and complexity similar to the Meridian City Hall Project and am an expert in construction, construction management and issues directly related to building defects, investigation, and repair.

5. I have been retained by the City of Meridian to review the Project known as the New Meridian City Hall, and have conducted a site visit, have interviewed members of the City Staff, an independent licensed construction management professional in the Treasure Valley, and a professional architect familiar with the Project.

6. In addition to a physical inspection, I have reviewed photographs of the Project during construction, correspondence and documents related to the Project management conducted by Petra, Incorporated ("Petra"). Specifically, I have reviewed the:

- A. Construction Management Agreement;
- B. The Petra produced Construction Management Plan;
- C. AIA A101CMa-1992 form of Agreement for the Prime Contractors;
- D. AIA A201 CMa 1992 form of General Conditions for the Prime Contractors;
- E. Change Order Request No. 2 dated April 04, 2008;
- F. Change Order Request No. 2 additional information received by the City on October 3, 2008;
- G. Change Order Request No. 2 Revision #1 dated May 3, 2010;
- H. Construction Plans and Specifications;
- I. Selected Change Orders initiated by Petra for the Project;
- J. Selected Pay Applications;
- K. Payment Applications;
- L. Petra Job Cost Detail Report;
- M. Select project correspondence initiated by Petra, the City and Contractors;
- N. Pleadings and Affidavits in the captioned lawsuit and
- O. Selected Exhibits referenced in Petra's Motion for Summary Judgment or Affidavits in Support of Petra's Motion for Summary Judgment;
- P. Deposition transcript.

7. The Construction Management Agreement "CMA" between Petra and the City imposed a uniquely high standard of care when compared to industry-standard contract forms such as the agreements produced by the AIA and AGC. The first two sentences in section 1.1 states:

Construction Manager acknowledges and accepts the relationship of trust and confidence established with the Owner by this Agreement and it is a material consideration for the Owner in entering into the Agreement. Accordingly, Construction Manager shall, at all times, act in manner consistent with this relationship.

It is important to note this duty is imposed before, and in addition to, the typical duty to "exercise of ordinary and reasonable care....as is customary among construction managers...."

The words "trust and confidence" are not found in the AIA Construction Manager/Owner Agreements nor are they found in the AGC Agreements. Both of these agreements, especially the AIA agreements, are industry standard, and widely used on construction projects. The words "trust and confidence" have a particular meaning; and in my research I discovered they are a fundamental in the description and definition of a fiduciary relationship. It is not typical for a contractor, architect, construction manager to enter into a fiduciary relationship with the Owner on a construction project, in my experience, because a fiduciary relationship imposes a very high standard upon the Construction Manager, particularly regarding conflicts of interest, where the professional must treat the financial interests of the owner as primary to the professional's interest. In reviewing documents and events which transpired on the City Hall project, I have reviewed several examples where Petra failed to exercise ordinary and reasonable care and/or proceed in a manner which placed its interest ahead of the City's. Attached hereto as **Exhibit "A"** is a true and correct copy of the Construction Management Agreement.

8 Petra's Claim for additional compensation is sought in Change Order No. 2, which was dated April 4, 2008, supplemented on October 3, 2008, and revised on May 3, 2010, wherein Petra is seeking \$522,589 of additional compensation. Attached hereto as Exhibit "B" is a true and correct copy of the April 4, 2008 Change Order No. 2. Attached Hereto as Exhibit "C" is a true and correct copy of the October 3, 2008 additional information regarding Change Order No. 2, and attached hereto as Exhibit "D" is a true and correct copy of the revised Change Order No. 2 dated May 3, 2010. Section 7 of the CMA stated that Petra is entitled to an equitable adjustment to its contract amount for one of the following reasons:

- (a) A change in the instructions or approvals given by Owner that necessitate revisions to previously prepared documents or the reperformance of previously performed services;*
- (b) Significant change to the Project, including, but not limited to size, quality, complexity, Owner's schedule, budget or procurement method;*
- (c) Construction Manager performs additional services because of active Owner interference pursuant to Section 5.2 above, or*
- (d) Preparation for and attendance at a dispute resolution proceeding or a legal proceeding except where Construction Manager is a party thereto or where the Construction Manager's performance is an issue in such proceeding.*

a. With regard to items (a) and (b), there were no plans, specifications, or drawings in existence for the Project as of August 1, 2006, when the CMA was signed. Therefore, as a matter of fact, there is no baseline then or today, from which to measure the 'changes' or 'revisions' which Petra asserts as the basis for its claims, except a change in cost;

b. With regard to item (b), the CMA calls for "a four story structure"; and there are four stories in the Meridian City Hall. The CMA also calls for "80,000 square feet of standard class A office space". In order to construct 80,000 square feet

of office space, the building size will necessarily have to be larger than 80,000 square feet to accommodate other features of a city hall space, such as the council chambers, entry lobby, halls, restrooms, mechanical, etc. Therefore, Petra, as an experienced General Contractor and Construction Manager should have known that a building with a typical 80% efficiency ratio, large enough to accommodate 80,000 square feet of office space, would necessarily have to approximately 100,000 square feet in total size. The Meridian City Hall is approximately 104,000 square feet, which would be well within the size an experienced construction manager would have anticipated.

c. The schedule did not materially change. Petra's services in the CMA included 6 months for preconstruction and 18 months for construction. Petra commenced services in August of 2006 and issued project substantial completion in August of 2008. Petra requested, received and was paid for a one month contract extension for unanticipated contaminated soils and is not entitled to additional compensation for this issue. According to Petra's "Statement of Undisputed Material Facts", the City occupied the Project five weeks ahead of the project schedule. (Page 37 of Statement)

d. The procurement method did not change.

9. Therefore, the only measurable contractual metric which changed was the Project Budget, listed in the CMA as \$12,200,000. Petra's rationale for a majority of the \$522,289 claimed in CO #2 is calculated on a 4.7% percentage of the \$8,221,103 increase in the project budget (\$12,200,000 to \$20,421,103).

10. The first written notice of claim was submitted to the City on November, 5 2007. Throughout 2007, Petra made recommendations to the City to increase the project

budget as Bid Packages were completed, released to bidders and the bids were opened and analyzed. Months prior to the November 2007 letter, Petra knew, or should have known, of all the components and costs of the Project upon which Petra now claims a 'change' as the basis for its Claim, as of the time the bid packages were released and bid. A true and correct copy of the November 5, 2007 letter is attached hereto as Exhibit "E".

11. As of April 3, 2007, the Phase II bids were received for all Core and Shell work. The Phase II Core and Shell contained the Project Work which included steel (the 'council chambers moment welds') and the exterior brick and stone, which Petra claims is a 'change'.

12. On June 3, 2007, the Phase III Bid Package for the mechanical, electrical, and plumbing ("MEP") work was released and the bid package documents included:

- a. HVAC 'access floor' system which Petra claims as a 'change';
- b. All electrical systems which Petra claims as a 'change';
- c. All mechanical and plumbing items which Petra claims as a 'change';

13. Therefore, as of July 12, 2007, as noted above, Petra knew all of the items which it now claims as a 'change' giving rise to its claim for increased compensation.

14. Under Section 8.1 of the CMA, Petra had a duty to provide written notice to the City not more than 21 days after it first knew of the first appearance of any circumstances giving rise to its claims, and Petra knew or should have known of those circumstances as early as January 15, 2007 when the first adjustment to the \$12.2M project budget was presented to the City and throughout the spring and summer of 2007 when additional increases were initiated as Phase II and Phase III bid packages were completed, released for bids and the bids opened and analyzed. Again, the first written notice of claim

was submitted to the City on November 5, 2007, many months after the first project budget increase was initiated by Petra.

15. Petra's failure to provide written Notice in a timely manner, in good faith, and with honesty, is a breach of the standard of care by Petra as a Construction Manager, especially given Petra's relationship of "trust and confidence".

16. The City had a right to rely on Petra's representations as to CM Fee before accepting any Phase II bids, Phase III bids and becoming committed to the Project.

17. With regard to Section 7(c) "Active Owner interference" in the CMA, Petra had a duty to provide the City with written notice, of any 'active interference' by the City pursuant to Section 5.2 of the CMA. There does not appear to be any Project Record whereby Petra gave Notice to the City of the City's 'active interference' as claimed by Petra. Petra's claim having failed to provide written Notice of active interference is a breach of the standard of care and a breach of the CMA

18. Petra had a duty to protect the City from construction that did not meet the plans and specifications, under Section 4.7.9 of the CMA. Petra had employees on site on a daily basis to monitor and oversee the "quality and quantity of the Work" and issue notices of non-compliance in accordance with Petra's "Construction Management Plan" (See section on Coordination, Methods and Procedures). Attached hereto as Exhibit "P" is a true and correct copy of the Construction Management Plan.

19. Examples of work which does not comply with the plans and specifications includes:

- a. Leaking water features at the City Plaza
- b. Leaking roof (See Knothe affidavit)
- c. Poorly commissioned and malfunctioning HVAC system (See Knothe affidavit)

- d. Missing and/or inaccessible clean-outs (See Weltner affidavit)
- e. Missing HVAC test and operational reports (See Weltner affidavit)

20. The Rule Steel Contract calls for Rule Steel to commence work on or about July 16th, 2007 and to be 'Substantially Complete' as of October 5th, 2007. Attached hereto as Exhibit "G" is a true and correct copy of the Rule Steel Contract.

21. Rule Steel's performance was a key to the timely completion of the construction of the Project. The timely completion of the steel framework for the City Hall structure was of critical importance to both Phase II completion of the Core and Shell, specifically the building enclosure including the exterior masonry and roofing. Rule's performance was also important because any delays would push subsequent work activities in the winter thus causing increased costs for heating and weather protection, as well as loss of labor productivity.

22. It is indisputable from Petra's correspondence to Rule, that Rule repeatedly failed to complete the Work per the schedule significantly impacting a critical path component of the Work. Attached hereto as Exhibit "H" is a true and correct copy of the November 1, 2007 letter.

23. Rule Steel failed to substantially complete its Work, by October 5th, 2007, as required by its Contract Documents. In fact, according to Petra correspondence, Rule Steel was still working structural components in February 2008. Attached hereto as Exhibit "I" is a true and correct copy of the March 12, 2008 letter.

24. Petra failed to provide the standard of care to the Owner as required of the Construction Manager by the contract regarding contract administration of the Changes to Rule's contract. Specifically Petra failed when it:

a. Recommended an extension to Rule's contract even though Rule failed to provide timely written request for time extension as required by contract. Per the Rule Steel contract, AIA201CMA, Section 4.7 Claims and Disputes, the Contractor shall provide timely (21 days) written notice of a claim. There is no evidence of contemporaneous written notice from Rule Steel for request or claim for additional time. Attached hereto as Exhibit "J" is a true and correct copy of the AIA A201CMA.

b. Recommended an extension to Rule's contract without making an adjustment for the 30 days float allowance as required by contract. AIA A201CMA, Section 8.3.1 states in part:

"Contract Time shall be extended by Change Order for such reasonable time as Owner may determine. The Owner and Contractor acknowledge and agree that the critical path construction schedule for the Project incorporates not less than 30 days of 'float' for Owner caused delays and that extension of time is warranted only if events identified above cause a total delay on the critical path in excess of such 'float' days.

Essentially the contract required the float to be exhausted before granting an extension of time.

c. Modified a written Change Order, after it had been signed by the City, but before it was signed by Rule Steel. Rule Steel Change Order No. 1 was presented to the City, with no change in Contract Time, and an increase in the Contract Amount of \$35,760. After Rule Steel Change Order No. 1 was presented to the City, and approved by the City, it was improperly modified by Petra and Rule Steel to add language regarding contract times not presented to the City, that is: "TBD" which Mr. Coughlin has testified means 'To be Determined'. This action by Petra as the CM is both a breach of its fiduciary duties to the City, and a breach of its

duties to administer the Contract Documents of the Prime Contractor as written, on

behalf of the City. Attached hereto as Exhibit "K" is a true and correct copy of Rule Steel's Change Order No. 1 that was presented and signed by the City. Attached hereto as Exhibit "L" is the modified Rule Steel Change Order No. 1. Attached hereto as Exhibit "M" is a true and correct copy of Mr. Coughlin's 30(b)(6) deposition in which he defines the definition of "TBD."

25. Petra prepared and recommended Rule Steel Change Order No. 3 along with Mr. Coughlin's letter of November 19, 2008 for settlement of liquidated damages and adjustments for time extensions. In this Change Order, Rule was granted a 97 days extension. Rule was also assessed Liquidated damages for 28 days, for a total of \$14,000 at \$500/day. Attached hereto as Exhibit "N" is a true and correct copy of Mr. Coughlin's letter of November 19, 2008. Attached hereto as Exhibit "O" is a true and correct copy of Rule Steel's Change Order No. 3.

26. The Petra/Coughlin letter fails to meet any applicable standard of care for a Construction Manager because:

- a. There is no evidence in the Project Records of a timely written request for an extension of contract time submitted by Rule Steel due to weather;
- b. Petra's Project Records documenting Rule Steel's Work performance evidence that Rule encountered potentially inclement weather because of its own failures to adequately and timely perform the Work;
- c. Petra's Project Records provide no evidence that Rule Steel made any timely request for an extension in contract time due to alleged changes in the Work;
- d. Absent timely requests for changes in contract time or sum, the Contractor, Rule Steel, waived the right to request changes and it was Petra's responsibility to enforce those waivers on the behalf of the City;

e. Lombard Conrad Architects (LCA) failed to issue a Notice of Substantial Completion for Rule Steel;

f. Petra failed to require LCA to issue Notices of Substantial Completion, as required by the AIA A201CMA, Section 9.8 for any Contractor on the Project, as is required by the CMA and the AIA A-201CMA Contract Documents;

g. Without a validly and accurately issued notice of Substantial Completion by LCA as the Architect, key Contract milestones such as the commencement of warranties and the determination of appropriately assessed liquidated damages dates (\$500.00 per day) cannot be determined;

h. Petra wholly failed in its professional and contractual duty to administer the Prime Contracts in accord with the AIA A101CMA and AIA A201CMA Contract Documents as it relates to Substantial Completion.

i. The City has incurred additional winter weather-related expenses because the delays pushed work into the winter weather season. The quantum of these expenses has not been determined, but Petra's Job Cost Detail Report includes costs for "winter conditions" in excess of \$172,000. It appears the City also paid other Contractors directly for additional winter expenses. Attached hereto as Exhibit "P" is a true and correct copy of Petra's Job Cost Detail Report.

j. In addressing the Rule Steel Change Order's, Petra breached its professional standard of care, and its contractual duties under the CMA and AIA A101CMA and AIA A201CMA by failing to preserve and protect the City's interests in enforcing the terms of the Contract Documents.

27. I have carefully reviewed the CMA, as well as the Petra requested change Order No. 2, as now revised by Petra, and the Petra Job Cost Detail Report.

28. With respect to potential reimbursable costs, Section 6.2.2 of the CMA requires that Petra keep and maintain records of the “actual number of hours worked *in furtherance of the change* by the Project Manager [Eugene Bennett], Project Engineer [Wes Bettis or Tom Coughlin], Project Engineer, Project Superintendant, and Project Foreman”. (emphasis added)

29. Petra demonstrated its ability to perform the required tracking of hours with respect to the ‘change’ of ‘contaminated soil’. This is documented in Change Order No. 1 (along with the corresponding back up documentation provided by Petra). Attached hereto as Exhibit “Q” is a true and correct copy of Change Order No. 1.

30. Petra has provided no tracking of the *actual number of hours worked in furtherance of the change*, for each of the alleged ‘changes’ in the Project for which Petra makes its Claim, as identified in its Notice Dated November 5, 2007, as required by Section 6.2.2 of the CMA.

31. I have reviewed representative Petra time card records for the Project. With the exception of the LEED work, the time card records as kept by Petra are useless to determine the *actual number of hours worked in furtherance of the change*, now claimed by Petra. (Note that Petra is not seeking additional compensation specifically for LEED work.)

32. There do not appear to be any contemporaneous time records kept and maintained by Petra during the work, except those submitted by Petra for Change Order No. 1, and for LEED work, which document in any fashion the *actual number of hours worked in furtherance of the change*, for any change, claimed by Petra, as required by the CMA.

33. In my evaluation of Petra's claim, I have asked for documentation providing a breakdown of the estimated hours for work anticipated in the original CM Fee and reimbursable hours. I am told no estimate was prepared by Petra, hence there is no baseline to compare Petra's claimed hours against for purposes of determining what has changed and if the amount of hours and costs claimed is "equitable" under the terms of the CMA.

34. I have reviewed a portion of Pay Application No. 17, specifically a copy of the Project Records maintained by Petra and the Project Records maintained by the City with respect to the Pac-West Invoice Dated February 19, 2008. Attached hereto as Exhibit "R" is a true and correct copy of the Pac-West invoice maintained by the City. Attached hereto as Exhibit "S" is a true and correct copy of the Pac-West invoice maintained by Petra.

35. It appears that Petra's Pac-West invoice (Exhibit "R") for the additional work that, from the writing on the face of the invoice submitted to Petra, was additional work required to be performed as result of an error made by Petra's Superintendant in marking an elevation.

36. It also appears that the writing on Petra's Pac-West invoice (Exhibit "R") stating Petra's error was erased prior to the City's copy of the Pac-West invoice (Exhibit "Q") being made.

37. To a reasonable degree of professional certainty, Petra's conduct as it relates to the manufacture of invoicing sent to the City for payment does not meet the standard of care for a construction manager in the state of Idaho, or any other state in which I have worked as a construction manager.

38. I have also reviewed the AIA Document A101CMA, Standard Form of Agreement Between Owner and Contractor, signed by the City of Meridian and Western

Roofing, Inc for the City of Meridian City Hall Project (the "Western Contract"). Attached hereto as **Exhibit "T"** is a true and correct copy of the Western Contract.

39. The Western Contract contains a required Substantial Completion date of **November 23, 2007**, for the roofing Work on the Project. The Contract also provides for a Liquidated Damages payment of \$500.00 per day for each day past the November 23, 2007 date of Substantial Completion.

40. In reliance upon the information provided to me by the City, I have also reviewed copies of Change Orders No. 1 and No. 2 for Western Roofing. Attached hereto as **Exhibit "U"** is a true and correct copy of Western Roofing Change Order No. 1. Attached hereto as **Exhibit "V"** is a true and correct copy Western Roofing Change Order No. 2.

41. The City has advised me that there were no Certificates of Substantial Completion issued by the Architect, Lombard Conrad, for any Prime Contractor, such as Western Roofing.

42. The City received Change Order No. 1, signed by Petra and Western Roofing, on or about September 25, 2008. As stated above, the Substantial Completion Date as defined by the Western Roofing Contract is November 23, 2007. It appears that Petra prepared Change Order No. 1 and either incorrectly, or intentionally inserted the following information in the **"CHANGE IN CONTRACT TIMES:"** column as follows:

"Original Contract Times: Substantial Completion 8/28/08"

Petra then goes on to state: **"Net Change from Previous Change Orders...None"**

Petra then goes on to state: **"Contract Times prior to this Change Order: ...None"**

Petra then goes on to state: "Net Increase (decrease) of this Change Order...None"

Petra then goes on to state: "Contract Times with all Approved Change Orders: ...Substantial Completion 8/28/08."

43. Petra was charged under the Construction Management Agreement with the management and administration of the Prime Contracts, as a fiduciary, for the benefit of the City of Meridian.

44. Petra's unilateral and arbitrary modification of the contractually mandated Date of Substantial Completion for Western Roofing is in direct derogation of the City's contractual economic right to collect Liquidated Damages.


45. In reviewing Western Roofing's Change Order No. 2, Petra appears to have simply copied the same unilateral modification, which it initiated in Change Order No. 1. Neither Change Order provide any explanation to the City for the change in substantial completion date as would be Petra's duty under the Construction Management Agreement and in accord with the standard of care for a construction manager similarly situated in that time and locale, or in any time and locale.

46. In addition to the Western Roofing example cited above, Certificates of Substantial Completion were not issued for any of the many prime contractors on this project, thereby foreclosing the City's contractual right to collect Liquidated Damages.

47. I have reviewed my opinions with a licensed construction manager in Idaho familiar with work in the Treasure Valley, and based upon my review, in my opinion to a reasonable degree of professional certainty, Petra's conduct fails to meet the applicable standard of care for the Construction Manager for the City of Meridian on the City of

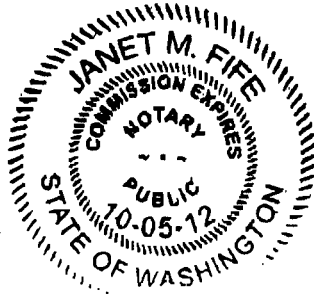
Meridian City Hall Project, especially given uniquely high standards required for a relationship of "trust and confidence".

FURTHER YOUR AFFLIANT SAYETH NAUGHT.



Steven J. Amento

Subscribed and sworn to before me this 2nd day of July, 2010.



Notary Public, State of Washington
Residing at: EDMONDS, WA
My commission expires: 10-05-12

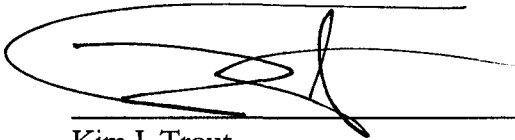
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of July, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

<input checked="checked" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>



Kim J. Trout



GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

August 1, 2006

RECEIVED

AUG 01 2006

City of Meridian
City Clerk Office

City of Meridian
City Attorney
703 Main Street
Meridian, Idaho 83642
ATTN: Ted W. Baird, Deputy City Attorney

Dear Ted,

Enclosed are two signed and notarized originals of the Construction Management Agreement for the City Hall Project.

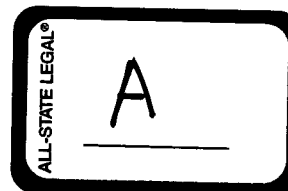
As discussed with you it is our understanding that Section 10.2.1(i) shall be the subject of a Change Order. To wit, the three year renewal requirement for the Errors and Omissions Liability Insurance shall be changed to a renewal requirement of two years so as to correspond to the statute of limitations for the professional services being rendered.

Respectfully yours,

Pat Kershisnik

9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

WWW.PETRAINC.NET
RCE-1875



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004341

**CONSTRUCTION MANAGEMENT
AGREEMENT**

(CONSTRUCTION MANAGEMENT ADVISOR)

BETWEEN

CITY OF MERIDIAN

AN IDAHO MUNICIPAL CORPORATION

AND

PETRA INCORPORATED

AN IDAHO CORPORATION

FOR THE

NEW MERIDIAN CITY HALL

AUGUST 1, 2006

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**CONSTRUCTION MANAGEMENT AGREEMENT
(Construction Manager Advisor)**

THIS CONSTRUCTION MANAGEMENT AGREEMENT (this "Agreement") is made effective the 1st day of August, 2006, by and between CITY OF MERIDIAN, an Idaho municipal corporation ("Owner"), and PETRA INCORPORATED, an Idaho corporation ("Construction Manager").

RECITALS

A. Owner is under contract to purchase that certain two-acre parcel of land located at 27 E. Broadway, Meridian, Idaho (the "Site").

B. Owner desires to abate and demolish the existing structures on the Site and develop a new city hall facility thereon consisting of a four story structure with approximately 80,000 square feet of standard Class A office space and related improvements with surface parking (the "Project").

C. Construction Manager has represented to Owner that it has the skills, qualifications, and experience to provide professional construction management for the Project on behalf of Owner.

D. Owner desires to retain Construction Manager, and Construction Manager desires to be retained by Owner, for professional construction management services for the Project on Owner's behalf.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Construction Manager agree as follows:

1. RELATIONSHIP OF THE PARTIES

1.1 Relationship of the Parties.

Construction Manager acknowledges and accepts the relationship of trust and confidence established with Owner by this Agreement and that this relationship is a material consideration for Owner in entering into this Agreement. Accordingly, Construction Manager shall, at all times, act in a manner consistent with this relationship. Construction Manager further covenants that Construction Manager will perform its services under this Agreement, in the exercise of ordinary and reasonable care and with the same degree of professional skill, diligence and judgment as is customary among construction managers of similar reputation performing work for projects of a size, scope and complexity similar to the Project. Construction Manager shall, at all times, further the interest of Owner through efficient business administration and management.

CONSTRUCTION MANAGEMENT AGREEMENT (CONSTRUCTION MANAGEMENT ADVISOR)
NEW MERIDIAN CITY HALL

PAGE 1

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1.2 Authorized Representative.

Owner and Construction Manager shall designate a representative who shall be authorized to act on that parties' behalf with respect to the Project. Each party's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the progress of the Project. Each party may rely upon the directions and decisions of such representatives as the directions and decisions of the other party. Neither Owner nor Construction Manager shall change its authorized representative without five (5) days prior written notice to the other party.

1.2.1 Owner's authorized representative shall be:

To be determined by Owner. Upon Owner's selection of its authorized representative, Owner will provide Architect the name and contact information for such representative.

1.2.2 Construction Manager's authorized representative shall be:

Gene R. Bennett, Project Manager and
Wesley Bettis, Jr., Project Engineer
PETRA INCORPORATED
9056 W. Blackeagle Drive
Boise, Idaho 83709
Telephone: 208-323-4500
Facsimile: 208-323-4507
Mobile: 208-860-7531 (Bennett)
Mobile: 208-860-7531 (Bettis)
Email: gbennett@petrainc.net
Email: wbettis@petrainc.net

1.3 Construction Manager as Owner's Representative.

Construction Manager shall be a representative of Owner during the Project. Construction Manager shall have authority to act on behalf of Owner only to the extent provided in this Agreement, unless otherwise set forth in writing.

2. Construction Manager

2.1 Construction Manager's Representations.

Construction Manager makes the following express representations and warranties to Owner, which shall survive the execution and delivery of this Agreement:

2.1.1 Construction Manager is or will be professionally qualified to provide construction management services for the Project and is properly licensed to practice construction management services to Owner by all public entities having jurisdiction over Construction Manager and the Project;

2.1.2 Construction Manager has, or will as part of its services under this Agreement, become familiar with and examine the Site, including, but not limited to, the existing terrain, structures, landscaping and the local conditions under which the Project is to be designed, constructed, and operated, and correlate its observations with the Project's requirements;

2.1.3 Construction Manager has the professional knowledge, skills, experience, education and staffing to manage and coordinate the design and construction of the Project. The individual employees of Construction Manager that will render services pursuant to this Agreement are knowledgeable and experienced in the disciplines required for this Project;

2.1.4 Construction Manager shall prepare all documents and provide all services required under this Agreement in such a manner that increases in Project costs resulting from Construction Manager's errors or omissions do not exceed one percent (1%) of the total construction price of the Project; and

2.1.5 Construction Manager assumes full responsibility to Owner for its own improper acts and/or omissions and those employed or retained by Construction Manager in connection with the Project (excluding intentional acts), but not for acts and omissions expressly directed by Owner.

2.2 Communications.

Construction Manager shall endeavor to keep Owner fully informed regarding the progress of the Project so Owner can have meaningful review and involvement in the Project. Without limiting the generality of the foregoing sentence, Construction Manager shall, as a matter of course, promptly provide Owner with copies of all documents relating to design and construction management and coordination, meeting notes and memorandum and any other information related to the Project for Owner's review and input. Construction Manager shall notify Owner of any decisions that are required to be made by Owner, and any deadlines pertaining thereto. Construction Manager shall consult with and advise Owner with respect to any such decisions.

2.3 Meetings with Governmental Officials.

Construction Manager agrees to provide Owner with reasonable notice of all formal public and non-public meetings with government officials regarding the Project. Owner shall be entitled to attend any formal public or non-public meeting with governmental officials regarding the Project. Construction Manager shall document all meetings with governmental officials related to the Project and any verbal or written interpretations related to the Project provided by any governmental officials.

2.4 Project Records.

All records relating to the Project in Construction Manager's possession (the "Project Records") shall be made available to Owner for inspection and copying at a reasonable time and place upon the written request of Owner. The Project Records shall include, but not be

limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, receipts, timesheets, electronic recordings and other writings or things that document any aspect of the design and construction management and coordination of the Project. Construction Manager shall maintain the Project Records for six (6) years after substantial completion of Project or for any longer period required by law.

2.5 Value Engineering.

Construction Manager shall value engineer the Project to maximize costs savings to Owner through discounts, value engineering and other actions consistent with good design and building practices for a project of the type contemplated by Owner.

2.6 Governmental Permits.

Construction Manager shall, with the assistance of Owner and Architect, prepare and file all documents necessary to obtain the approvals of governmental authorities having jurisdiction over the Project, including, but not limited to, building and occupancy permits.

2.7 Compliance with Laws.

Construction Manager shall perform all of Construction Manager's services in compliance with all applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Project, any applicable permits and any recorded covenants, conditions and restrictions affecting the Site.

2.8 Independent Contractor.

Construction Manager acknowledges that it is an independent contractor and not an employee or agent of Owner. As an independent contractor, Construction Manager shall be and remain responsible to Owner for all its negligent acts or omissions in connection with its duties and services under this Agreement that result in damage or injury to persons or property. Construction Manager shall indemnify and hold harmless Owner against all claims or liabilities that are asserted, incurred or recovered against Owner related to employer liabilities that arise from Construction Manager's employment or retention of any person or entity. Owner shall have no control over the manner or method by which Construction Manager meets Construction Manager's obligations under this Agreement; provided that Construction Manager's services shall be performed in a competent and efficient manner this is in compliance with this Agreement. Nothing in this Agreement shall be construed to mean that Owner employs or is responsible for compensating any consultant of Construction Manager.

2.9 Consultants.

Prior to retaining or engaging any consultant to provide services pursuant to this Agreement, Construction Manager shall submit for Owner's approval a written statement listing (1) a description of the services to be provided by said consultant (2) a brief description of said consultant's qualifications to render the identified services, and (3) a disclosure of any ownership, controlling interest or affiliation between Construction Manager and said consultant.

Owner shall bear no responsibility for reimbursing Construction Manager for services of any consultant retained or engaged by Construction Manager unless Construction Manager first complies with this Section.

2.10 Indemnification

To the fullest extent permitted by law, Construction Manager shall indemnify, defend and hold harmless Owner and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of Construction Manager's duties and responsibilities under this Agreement, but only to the extent caused by the negligent acts or omissions of Construction Manager, its employees, agents or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

2.11 Outside Compensation Prohibited.

Except with Owner's knowledge and consent, Construction Manager shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise Construction Manager's professional judgment with respect to the Project or the relationship of trust between Owner and Construction Manager established herein; provided, however, nothing in this Section shall be deemed to limit Construction Manager's ability to provide services for a competitor of Owner.

3. OWNER

3.1 Owner's Objectives.

Owner's objective for the Project is to develop a new cost efficient city hall facility and public plaza on the Site.

3.2 Owner's Duties.

3.2.1 Owner shall, at its expense, furnish Construction Manager with documents in its possession concerning the Site, which documents shall include a legal description, environmental risk evaluation, site survey and preliminary title report.

3.2.2 Owner shall provide Construction Manager with Owner's preliminary planning and programming information regarding the Project, including, but, not limited to, Owner's purposes, concepts, desires and any design, construction, scheduling, budgetary or operational needs, restrictions or requirements, as the same may be amended from time to time ("Owner's Criteria").

3.2.3 Owner shall timely review documents provided by or through Construction Manager and timely render its direction, decision, consent or approval on matters identified by Construction Manager for Owner's direction, decision, consent or approval.

3.2.4 Owner shall timely review documents provided by or through Construction Manager;

3.2.5 Owner shall provide for all required testing or inspections of the Work as may be mandated by law, the Construction Documents or the Construction Contracts;

3.2.6 If Owner learns of any failure to comply with the Construction Contract by Contractor, or of any errors, omissions, or inconsistencies in the services of Construction Manager, and in the further event that Construction Manager does not have notice of the same, Owner shall inform Construction Manager;

3.2.7 Owner shall afford Construction Manager access to the Site and to the Work as may be reasonably necessary for Construction Manager to properly perform its services under this Agreement;

3.2.8 Owner's review, direction, decision, approval or consent of any document provided or matter identified by or through Construction Manager shall be solely for the purpose of determining whether such document or matter is generally consistent with Owner's Criteria. No review of such documents shall relieve Construction Manager of its responsibility for the accuracy, adequacy, fitness, suitability, or coordination of its services or work product.

3.2.9 Construction Manager shall be entitled to rely upon services and information provided by or through Owner only to the extent that a reasonably prudent Construction Manager would so rely on such services and information. Construction Manager shall promptly notify Owner in writing if Construction Manager becomes aware of any errors, omissions or inconsistencies in such services or information.

3.3 Owner's Architect.

Owner has retained LCA Architects, P.A., an Idaho professional corporation ("Architect") to provide professional architectural services for the Project. Architect's authorized representative is:

Steve Simmons, President
LOMBARD-CONRAD ARCHITECTS, P.A.
1221 Shoreline Lane
Boise, Idaho 83702
Telephone: 208-345-6677
Facsimile: 208-344-9002
Mobile: 208-830-4122
Email: ssimmons1@lcarch.com

Construction Manager hereby acknowledges that it has received, reviewed, and studied the agreement form that Owner intends to use with Architect (the "Architectural Agreement"), and the same is herein incorporated by reference. Construction Manager shall consult and coordinate

with Architect as needed to fulfill its duties hereunder, and shall assist Architect as need for Architect to fulfill its duties to Owner under the Architectural Agreement.

3.4 Contractor.

Construction Manager understands that Owner plans to retain multiple prime contractors (the "Contractors") to provide construction labor, services, materials and equipment for the Project (the "Work"). The term "Contractor" means all prime contractors retained by Owner to perform Work, but not the prime contractor's subcontractors, laborers and material suppliers.

4. SCOPE OF SERVICES

4.1 In General.

Owner has retained Construction Manager to help it achieve the objectives set forth in Section 3.1 above by managing and coordinating the design and construction of the Project on behalf of Owner. Therefore, the general scope of Construction Manager's responsibilities is to do all things, or, when appropriate, require Architect and each Contractor to do all things necessary, appropriate or convenient to achieve the end result desired by Owner, including, but not limited to, those tasks set forth in this Article 4. The tasks set forth in this Article 4 are not intended to be an exhaustive list of the tasks required to achieve the result desired by Owner. The general scope of Construction Manager's responsibilities and shall include all other tasks indicated or implied in this Agreement and the implementing plans contemplated herein.

4.2 Development Strategies Phase.

Construction Manager shall carefully examine Owner's Criteria and consult with Owner and Architect in detail about the same in detail. Based on its review and consultations, and with the assistance of Architect, Construction Manager shall prepare and submit to Owner a written report detailing its understanding of Owner's Criteria and identifying any design, construction, scheduling, budgetary, operational or other problems or recommendations that may result from Owner's Criteria. The written report shall also include proposed solutions addressing each problem identified, alternative strategies for the cost effective design and construction of the Project, and alternative strategies for the cost effective future expansion of the Project. Construction Manager, with Architect's assistance, shall develop a preliminary project schedule for the design and construction of the Project.

4.3 Site Preparation Phase.

Construction Manager shall also prepare and submit to Owner a plan for the demolition of the existing improvements on the Site and the preparation of the Site for construction activities. Upon Owner's approval of the plan and Owner's notice to proceed, Construction Manager shall proceed with bidding of the demolition Work in accordance with Section 4.6 below. Upon Owner's approval of the lowest bid and notice to the demolition

Contractor to proceed, Construction Manager shall proceed with the management of the demolition work in accordance with Section 4.7 below.

4.4 Preliminary Design Phase.

4.4.1 After reviewing Construction Manager's written report and Architect's written report with Owner and Architect, and reaching agreement upon proposed alternatives and solutions, Construction Manager shall, within the time frames set forth in the preliminary schedule developed in Section 4.2 above and in cooperation with Architect's efforts, prepare and submit to Owner for approval the following:

(a) A plan for the management of the design and construction of the Project (the "Construction Management Plan"), which shall include (i) a Project organizational chart, (ii) staffing recommendations for Owner, Architect and Construction Manager, along with an explanation of the roles, responsibilities, and authority of each staff member from each of the three entities, (iii) description of the various bid packages recommended for the efficient and cost effective bidding of the Project, including the procurement of those "general conditions" items that may be efficiently and lawfully procured by Construction Manager directly; (iv) a description of the basic methods and procedures for coordination between Contractors; and (v) a system for claims avoidance on the Project consistent with fixed price construction contracts. Construction Manager shall not be responsible for the failure of Owner and/or Architect to adequately staff the Project in accordance with the approved Construction Management Plan.

(b) A comprehensive master Project schedule (the "Project Schedule") that specifies the proposed starting and finishing dates for each task required to complete the demolition of the existing site improvements and the design, construction and occupancy of the Project. The Project Schedule shall be divided into separate tasks and phases as desired by Owner and shall include the tasks of Owner, Architect, Construction Manager and each Contractor. The Project Schedule shall provide reasonable time periods for Owner reviews and approvals where appropriate.

(c) Based on the Architect's preliminary designs and specifications, a preliminary price estimate for the design and construction of the Project (the "Preliminary Price Estimate"), using area, volume or similar conceptual estimating techniques, which shall include all expenditures that will be required of Owner and a reasonable allowance for Owner's contingency.

(d) A plan for the efficient and effective communication of information between Owner, Architect, Construction Manager and each Contractor (the "Communications Plan"). The Communications Plan shall include payment procedures, be compatible with the accounting practices of Owner and shall provide reports and documents in the format and in the frequency required by Owner.

(e) A plan for managing the quality each Contractor's Work (the "Quality Management Plan"); and

(f) Construction Manager understands that the Owner's maximum price for the construction of the Project is Twelve Million Two Hundred Thousand and No/100ths Dollars (\$12,200,000.00) (the "Project Budget").

4.4.2 Owner shall timely review and approve or disapprove the documents set forth above. If Owner disapproves any document, Owner shall set forth the reasons therefor in writing. Construction Manager shall then revise the disapproved document as required by the reasons for disapproval and resubmit the revised document to Owner for approval, which approval shall not be unreasonably withheld or delayed. This process shall repeat until Owner approves the documents set forth above.

4.4.3 If the Preliminary Price Estimate developed pursuant to Section 4.4.1(c) exceeds the Project Budget provided by Owner to Construction Manager in Section 4.4.1(f), Owner may require Construction Manager, with no increase in the not-to-exceed allowance for preconstruction services set forth in Section 6.2.2(a) below, to (i) consult with Owner and Architect to identify cost saving measures and (ii) assist Architect in revising the Preliminary Design to reflect approved cost savings measures, and (iii) revise the Preliminary Cost Estimate to reflect the anticipated savings from approved cost savings measures, as necessary to bring the Preliminary Cost Estimate below the Project Budget. Absent clear and convincing evidence of gross negligence, and provided Construction Manager completes its obligations under this Section, Construction Manager shall not be financially responsible to Owner for the failure of the Preliminary Cost Estimate to be within the Project Budget.

4.5 Construction Documents Phase

During the Construction Documents phase, Construction Manager shall complete the followings tasks:

4.5.1 Make recommendations for revision to the Construction Management Plan and submit them to Owner for review. Revise the Construction Management Plan to include revisions approved by Owner.

4.5.2 Monitor compliance with the Project Schedule, which shall include periodical progress reports and immediate reports of material deviations from the Project Schedule for the design phase.

4.5.3 Review the Construction Documents at appropriate intervals during their preparation to make recommendations to Owner and Architect as their constructability, cost-effectiveness, clarity, consistency and coordination. This review shall include peer reviews by electrical, mechanical, structural and architectural professionals for up to two (2) work days per discipline.

4.5.4 Construction Manager shall, with the assistance of Architect, prepare documents necessary for the clear separation of the Work into the various bid packages as set forth in the Construction Management Plan.

4.5.5 Conduct such Project meetings as required for the timely completion of the Project;

4.5.6 Keep and distribute minutes as required in Construction Management Plan and Communications Plan;

4.5.7 Coordinate transmittal of documents to regulatory agencies and advise Owner of potential solutions to problems encountered;

4.5.8 Prepare value analysis studies on major construction components as requested by Owner.

4.5.9 As soon as practical after Architect's submission of the Construction Documents and in accordance with the Project Schedule, Construction Manager shall submit to Owner a final written estimate of the anticipated price for constructing the Project (the "Final Cost Estimate"). The Final Cost Estimate shall be detailed and shall be divided into bid packages and work categories. If the Final Cost Estimate exceeds the Maximum Price, Owner may require Construction Manager, with no increase in the not-to-exceed allowance for preconstruction services set forth in Section 6.2.2(a) below, to (i) consult with Owner and Architect to identify cost savings measures, (ii) assist Architect in revising the Construction Documents to reflect approved cost savings measures, and (iii) revise the Final Cost Estimate to reflect the anticipated savings from approved cost savings measures, as necessary to bring the Final Cost Estimate below the Maximum Price. Absent clear and convincing evidence of gross negligence, and provided Construction Manager completes its obligations under this Section, Construction Manager shall not be financially responsible to Owner for the failure of the Final Cost Estimate to be within the Maximum Price.

4.6 Bidding Phase.

4.6.1 Construction Manager shall assist Owner in preparing bid packages contemplated by the Construction Management Plan, preparing and placing notices and advertisements to solicit bids, delivering bid documents to bidders, tracking bid documents and bidders, answering bidders questions, reviewing addenda, holding a pre-bid conference if required, reviewing bids or proposals for construction, and determining the selected bidders.

4.6.2 If the lowest bids from qualified bidders exceeds the Maximum Price, Owner may require Construction Manager, with no increase in the not-to-exceed allowance for preconstruction services set forth in Section 6.2.2(a) below, to (i) consult with Owner and Architect to identify cost savings measures, (ii) assist Architect in revising the Construction Documents to reflect approved cost savings measures, and (iii) rebid the Work, as necessary to bring the Final Cost Estimate below the Maximum Price. Absent clear and convincing evidence of gross negligence, and provided Construction Manager completes its

obligations under this Section, Construction Manager shall not be financially responsible for the failure of the Project to bid within the Maximum Price.

4.6.3 As appropriate, Construction Manager shall bid or select the providers of "general conditions" items designated for procurement by the Construction Manager under the Construction Management Plan.

4.7 Construction Phase.

During construction of the Project, from commencement of construction activities until final payment to all Contractors, Construction Manager shall have and perform the following duties, obligations, and responsibilities:

4.7.1 Construction Manager shall have and perform those duties, obligations and responsibilities set forth in the construction agreements between Owner and each Contractor (the "Construction Contracts"). Construction Manager hereby acknowledges that it has received, reviewed, and studied the forms that Owner intends to use for the Construction Contracts, and the same is herein incorporated by reference. Construction Manager acknowledges that Owner may modify the Construction Contracts, and that such modified Construction Contracts shall be applicable to this Agreement; provided, however, to the extent such modified Construction Contracts are materially inconsistent with the terms of this Agreement, this Agreement shall control as between Owner and Construction Manager.

4.7.2 Construction Manager shall, as contemplated herein and in the Construction Contract, but not otherwise, act on behalf and be the agent of Owner throughout construction of the Project. Instruction, directions, and other appropriate communications from Owner to Architect and each Contractor shall be given by Construction Manager.

4.7.3 Construction Manager shall monitor, update, implement, make recommendations on, and report to Owner on compliance with, the Construction Management Plan, Project Schedule and Project Budget.

4.7.4 Construction Manager shall conduct Project meetings as required for the timely completion of the Project in accordance with the Project Schedule, and shall keep and distribute minutes as required in the Construction Management Plan and Communications Plan.

4.7.5 Construction Manager shall verify that the required permits, bonds, and insurance have been obtained.

4.7.6 Construction Manager shall require each Contractor to prepare and submit to Construction Manager for general review a safety program and a quality assurance plan in conformance with the Contract Documents and the Quality Management Plan. Construction Manager shall promptly report to Owner regarding whether or not the safety program and quality assurance plan proposed by each Contractor conforms to the Contract Documents the Quality Management Plan. Construction Manager shall review each safety program and each quality assurance plan to determine that the programs and plans of the various

Contractors performing Work at the Site, as submitted, provide for coordination among the Contractors for the portions of the Work each will perform. Construction Manager shall monitor each Contractor's compliance with the safety program and quality assurance plan and report to Owner promptly concerning any deviation therefrom along with recommendations for correction. Construction Manager shall be responsible for coordinating the Contractors for each portion of the Work.

4.7.7 Upon receipt, Construction Manager shall carefully review and examine each Contractor's schedule of values ("Schedule of Values"), together with any supporting documentation or data that Owner, Construction Manager or Architect may require from the Contractor. The purpose of such review and examination shall be to protect Owner from an unbalanced Schedule of Values that allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless Owner directs Construction Manager to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, Construction Manager shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. Construction Manager shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by Owner.

4.7.8 Construction Manager shall promptly examine, study, approve or otherwise respond to each Contractor's shop drawings and other submittals. Construction Manager's approval of such submittal shall constitute its representation to Owner that such submittal is in general conformance with the Construction Documents, Construction Management Plan and Project Schedule. After Construction Manager's review, Construction Manager shall promptly forward such submittals to Architect, with Construction Manager's comments attached, for review, approval, rejection or other response. Construction Manager shall promptly forward information or actions received from Architect to the appropriate Contractor.

4.7.9 Construction Manager shall carefully observe the Work of each Contractor whenever and wherever necessary, and shall, at a minimum, observe Work at the Project site no less frequently than each standard workday. The purpose of such observations shall be to determine the quality and quantity of the Work in comparison with the requirements of the Construction Contract. In making such observations, Construction Manager shall protect Owner from continuing deficient or defective Work, from continuing unexcused delays in the schedule, and from overpayment to a Contractor. Following each observation, Construction Manager shall submit a written report of such observation to Owner and Architect together with any appropriate comments or recommendations.

4.7.10 Construction Manager shall reject, in writing, any Work of a Contractor that is not in compliance with the Construction Documents unless otherwise directed by Owner in writing.

4.7.11 Construction Manager shall procure, for reimbursement by Owner pursuant to Section 6.2.3 below, those "general conditions" items identified for procurement by the Construction Manager in the Construction Management Plan.

5. SCHEDULE.

5.1 Schedule of Performance.

Construction Manager shall commence the performance of its obligations under this Agreement upon Owner's notice to proceed and shall diligently and expeditiously continue its performance in accordance with the Project Schedule until all services hereunder have been fully completed. The time limits established by the Project Schedule are of the essence and shall not be exceeded by Construction Manager without Owner's prior written consent or as permitted in Section 5.2 below.

5.2 Delays.

If Construction Manager is delayed at any time in progress of its services under this Agreement by an act or neglect of Owner, or an employee of Owner, or of a separate contractor employed by Owner, or by changes in its scope of work, unavoidable casualties, or other causes beyond Construction Manager's reasonable control or by other causes which Owner determines may justify the delay, then the Project Schedule shall be equitably adjusted for such reasonable time as Owner may determine to be appropriate for the extent of the delay. Construction Manager's sole right and remedy against Owner shall be an extension of time and reimbursable expenses pursuant to Section 6.2 unless such delay is caused by acts of Owner constituting active interference with Construction Manager's performance, and only to the extent such acts continue after Construction Manager furnishes Owner with written notice of such interference. In the event of delay from active interference by Owner, Construction Manager's sole right and remedy shall an equitable adjustment in its compensation pursuant to Article 7 below.

6. COMPENSATION

6.1 Construction Manager's Fee.

As full compensation for Construction Manager's performance under this Agreement, Owner agrees to pay Construction Manager a fee of Five Hundred Seventy-four Thousand and No/100ths Dollars (\$574,000.00) (the "Construction Manager's Fee") plus reimbursable expenses set forth in Section 6.2 below. For purposes of progress payments, Construction Manager's compensation shall be divided into the following phases:

Development Strategies Phase	Five Percent	(5%)
Site Preparation Phase	Five Percent	(5%)
Preliminary Design Phase	Ten Percent	(5%)
Construction Documents Phase	Twenty Percent	(20%)
Bidding Phase	Five Percent	(5%)
Construction Phase	Sixty Percent	(60%)

The Construction Manager's Fee includes Construction Manager's overhead, profit, home office expenses, transportation expenses and field office supplies and expenses, such as communications (i.e., telephones, cell phones, facsimiles) and photocopies. The Construction Manager's Fee also includes the necessary and appropriate principal level management of the Project, the efforts of the Project Manager (identified in Section 6.2 below) during the construction phase, and clerical support.

6.2 Reimbursable Expenses.

6.2.1 Professional Staff Reimbursables. Owner shall reimburse Construction Manager for the direct personal expense (i.e., payroll plus related taxes, insurance and customary benefits) of certain professional staff when actively working in furtherance of the Project. Those certain professional staff and their rates are identified below:

Position	Name	Rate Per Hour
Project Manager	Gene R. Bennett	\$63.50
Project Engineer	Wesley Bettis, Jr.	\$45.90
Project Superintendent	Gene Landon	\$40.40
Project Foreman	Brian Weinaught	\$22.90

6.2.2 If any of the professional staff identified above leaves the employment of Construction Manager or otherwise becomes unavailable, the Construction Manager shall promptly submit the name, rate and qualifications of a suitable replacement to Owner for approval, which approval shall not be unreasonably withheld. Construction Manager guarantees that the efforts of the reimbursable professional staff will not exceed the amounts set forth in subsections (a) below for preconstruction services (i.e., the services specifically set forth in Sections 4.2 to 4.6 above) and subsection (b) below for construction services (i.e., the services specifically set forth in Section 4.7 above). If the size (i.e., 80,000 square feet), complexity (i.e., four story, surface parking), Owner's schedule (i.e., six months Preconstruction Phase Services, eighteen months Construction Phase Services), Project Budget (i.e., \$12,200,000.00), procurement method (i.e., no long lead time and/or expedited materials), and/or bidding process (i.e., two bid packages, no rebids) materially changes, Owner and Construction Manager agree that the not-to-exceed limits set forth below shall be adjusted up or down accordingly based upon the actual number of hours worked in furtherance of the change by the Project Manager, Project Engineer, Project Superintendent, and Project Foreman.

(a) Preconstruction Phase Services

An amount not-to-exceed Twenty-nine Thousand Eight Hundred Eighteen and No/100ths Dollars (\$29,818.00), which is based on the following expected efforts over a six (6) month period for preconstruction services:

Position	Months	Hrs/Mo.	Rate/hour	Cost.
Project Manager	6	32	\$63.50	\$12,192
Project Engineer	6	64	\$45.90	\$17,626
			Total	\$29,818

(b) Construction Phase Services

An amount not-to-exceed Two Hundred Forty-nine Thousand Nine Hundred Ninety-four and No/100ths Dollars (\$249,994.00), which is based on the following expected efforts over a eighteen (18) month period for construction services:

Position	Months	Hrs/Mo.	Rate/hour	Cost
Project Manager	18	32	\$63.50	In CMF
Project Engineer	18	64	\$45.90	\$ 52,877
Project Superintendent	18	173	\$40.40	\$125,806
Project Foreman	18	173	\$22.90	\$ 71,311
Total				\$249,994

6.2.3 "General Conditions" Reimbursables. Owner shall reimburse Construction Manager for the "general conditions" items designated for procurement by the Construction Manager under the Construction Management Plan at the cost thereof incurred by the Construction Manager.

6.2.4 Records of Reimbursable Expenses. Construction Manager shall maintain full and detailed records of all reimbursable expenses and exercise such controls as may be necessary for proper financial management and control of the Project. Such records shall be made available for inspection by Owner during normal business upon three (3) days notice. Construction Manager shall maintain such records for a period of five (5) years from the completion or termination of Construction Manager's services under this Agreement.

6.3 Payments.

6.3.1 As a condition precedent for any payment due under this Article 0, Construction Manager shall submit to Owner a monthly application for payment no later than the fifth day of the calendar month for services properly rendered and reimbursable expenses properly incurred during the preceding month. The Construction Manager's Fee earned shall be calculated as a percentage of each phase completed. Reimbursable expenses shall be separately itemized and supported by invoices, timesheets or other data substantiating Construction Manager's right to payment as Owner may require. Hourly services shall be described with reasonable particularity each service rendered, the date thereof, the time expended, and the persons rendering such service. Each invoice shall be signed by Construction Manager, which signature shall constitute Construction Manager's representation to Owner that (i) the services indicated in the invoice have reached the level stated and have been properly and timely performed, (ii) the reimbursable expenses included in the invoice have been reasonably incurred in accordance with this Agreement or otherwise approved by Owner in writing, (iii) all obligations of Construction Manager covered by prior invoices have been paid in full, and (iv) the amount requested is currently due and owing, there being no reason known to Construction Manager that payment or any portion thereof should be withheld. Submission of Construction Manager's invoice for final payment shall further constitute Construction Manager's representation to Owner that, upon receipt by Owner of the amount invoiced, all obligations of Construction Manager to others, including its consultants, incurred in connection with the

Project, will be paid in full. During the construction phase, Construction Manager shall present its statement of services to Owner concurrently with the approved Certificates for Payment, when possible.

6.3.2 Owner shall pay Construction Manager sums properly invoiced within 30 days of Owner's receipt of such invoice. If payment is not made within thirty (30) days, the outstanding balance shall bear interest at the rate of .75% per month until paid.

7. CHANGES

Changes in Construction Manager's services (not involving a cardinal change to the scope of the services) may be accomplished after the execution of this Agreement upon Owner's request or if Construction Manager's services are affected by any of the following:

- (a) A change in the instructions or approvals given by Owner that necessitate revisions to previously prepared documents or the reperformance of previously performed services;
- (b) Significant change to the Project, including, but not limited to size, quality, complexity, Owner's schedule, budget or procurement method;
- (c) Construction Manager performs additional services because of active Owner interference pursuant to Section 5.2 above, or
- (d) Preparation for and attendance at a dispute resolution proceeding or a legal proceeding except where Construction Manager is a party thereto or where the Construction Manager's performance is an issue in such proceeding.

Except as otherwise set forth in this Agreement, if any of the above circumstances materially affect Construction Manager's services, Construction Manager shall be entitled to an equitable adjustment in the Schedule of Performance, the Construction Manager's Fee and/or the not-to-exceed limits for reimbursable expenses, as mutually agreed by Owner and Construction Manager. Prior to providing any additional services, Construction Manager shall notify Owner of the proposed change in services and receive Owner's approval for the change. Except for a change due to the fault of Construction Manager, a change shall entitle Construction Manager to an equitable adjustment in the Schedule of Performance, Construction Manager's Fee and/or the not-to-exceed limits for reimbursable expenses as mutually agreed by Owner and Construction Manager.

8. CLAIMS.

8.1 Claims.

In the event that any claim, dispute or other matter in question between Owner and Construction Manager arising out of or related to this Agreement or the breach hereof (a "Claim"), Owner and Construction Manager shall first endeavor to resolve the Claim through direct discussions. Claims must be initiated by written notice. The responsibility to substantiate

Claims rests with the party making the Claim. Except as otherwise agreed in writing, Construction Manager shall continue to diligently perform its obligations under this Agreement and Owner shall continue to make payments in accordance with this Agreement pending the final resolution of any Claim. Construction Manager acknowledges that Owner's ability to evaluate a Claim depends in large part on Owner being able to timely review the circumstances of the Claim. Therefore, Construction Manager agrees that it shall submit a Claim to Owner by written notice no later than twenty-one (21) calendar days after the event or the first appearance of the circumstances giving rise to the Claim, and that such written notice shall set forth in detail all facts and circumstances supporting the Claim.

8.2 Mediation.

All Claims shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a legal or equitable proceeding but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall endeavor to mutually agree on an independent, professional mediator within 15 days of the request for mediation. The parties shall endeavor to have the mediation completed within 60 days of the request for mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Owner and Construction Manager agree that all parties with an interest in a Claim being mediated may be included in the mediation, including, but not limited to, Architect and Contractors.

9. SUSPENSION AND TERMINATION

9.1 Suspension by Owner For Convenience.

Owner may order Construction Manager in writing to suspend, delay, or interrupt the performance of this Agreement, or any part thereof, for such period of time as Owner may determine to be appropriate for its convenience and not due to any act or omission of Construction Manager. In that event, Construction Manager shall immediately suspend, delay or interrupt the performance of this Agreement, or that portion of this Agreement, as ordered by Owner. On the resumption of Construction Manager's services, Construction Manager's Fee and Project Schedule shall be equitably adjusted for reasonable costs and delay resulting from any such suspension.

9.2 Termination by Owner for Convenience.

Upon written notice to Construction Manager, Owner may, without cause, terminate this Agreement. Construction Manager shall follow Owner's instructions regarding shutdown and termination procedures, strive to mitigate all costs and stop the performance of its services. Upon such termination, Construction Manager shall invoice Owner for all services actually performed and any reasonable costs or expenses incurred by Construction Manager in

connection with the termination (such as services necessary to shutdown performance), but not lost profits, unabsorbed overhead or lost opportunity).

9.3 Termination by Owner for Cause.

If Construction Manager fails to fully and faithfully perform its duties and responsibilities under this Agreement, Owner may give Construction Manager written notice of such failure and Owner's intent to terminate Construction Manager's services if Construction Manager fails to commence and diligently continue satisfactory correction of such failure within ten (10) days. If Construction Manager fails to commence and diligently continue satisfactory correction of the failure within such 10-day period, Owner may terminate Construction Manager's services by written notice. Upon such termination, Construction Manager shall not be entitled to receive further payment until the Project is finished. If the unpaid balance of Construction Manager's Fee exceeds costs of finishing Construction Manager's services and other damages incurred by Owner, such excess shall be paid to Construction Manager. If such costs and damages exceed the unpaid balance, Construction Manager shall pay the difference to Owner.

9.4 Termination by Construction Manager.

Upon ten (10) days' prior written notice to Owner, Construction Manager may terminate this Agreement if (i) the progress of the Project has been suspended by Owner for convenience for a period of ninety (90) days through no fault of Construction Manager; (ii) Owner fails to pay Construction Manager in accordance with this Agreement and Construction Manager has not defaulted; or (iii) Owner otherwise breaches this Agreement or fails to perform its duties and responsibilities under this Agreement and Owner has failed to cure the breach or failure to perform within ten (10) days after Construction Manager provides such written notice of the breach or failure to perform to Owner. Upon such termination, Construction Manager shall invoice Owner for all services actually performed and any reasonable costs or expenses incurred by Construction Manager in connection with the termination (such as services necessary to shutdown performance), but not lost profits, unabsorbed overhead or lost opportunity).

10. GENERAL PROVISIONS

10.1 Ownership of Work Product.

All documents prepared by Construction Manager for the Project shall become and be the sole property of Owner, and Owner shall be deemed to be Owner of all common law, statutory and other reserved rights thereto, including copyrights. Construction Manager may keep copies of such documents for its records and for its future professional endeavors.

10.2 Insurance.

10.2.1 Errors and Omissions Liability. Construction Manager shall provide errors and omissions liability insurance on an aggregate limits "claims made" basis in an amount not less than Two Million Dollars (\$2,000,000). Construction Manager shall either (i) maintain the specified levels of aggregate limits "claims made" insurance for no less than three

years after completion or termination of Construction Manager's services under this Agreement, or (ii) provide tail coverage for claims, demands or actions reported within six (6) years after completion or termination of Construction Manager's services under this Agreement for acts or omissions during the term of this Agreement.

10.2.2 General Commercial Liability. Construction Manager shall maintain at all times commercial general liability insurance and excess liability coverage on occurrence form basis (standard, unmodified) with products and completed operations coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

10.2.3 Worker's Compensation. Construction Manager will maintain at all times such worker's compensation and employer's liability coverage insurance as required by the laws of the State in which the Project is located and any other state in which Construction Manager or its employees perform services for Owner. The policy must be endorsed to include a waiver of subrogation.

10.2.4 Additional Insureds. Upon Owner's request, Construction Manager shall have Owner and Owner's lender, if any, named as additional insureds under all Construction Manager's liability insurance policies (not including errors and omissions and workers' compensation insurance).

10.2.5 Certificates of Insurance. Construction Manager shall provide certificates of insurance issued by the insurer to Owner for each policy required under this Section 10.1 and, if requested by Owner, copies of each insurance policy. Each certificate issued to Owner shall contain the following covenant of the issuer: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder."

10.2.6 Construction Manager's Consultants. Construction Manager shall require its consultants to maintain at all times insurance coverages consistent with the consultant's role on the Project and reasonably acceptable to Owner.

10.3 Payment and Performance Bonds.

If and when requested by Owner, Construction Manager shall provide Owner with a payment and performance bond or bonds in the amounts requested by Owner to secure the construction manager's obligations hereunder. The cost of such bond or bonds shall be a reimbursable expense pursuant Section 6.2.3 above.

10.4 Recitals and Exhibits.

The recitals above and the exhibits referred to in this Agreement and attached hereto are incorporated into the agreement as if set out in full in the body of the Agreement. In the event of a conflict between any exhibit and the body of this Agreement, the Agreement shall control.

10.5 Counterparts; Facsimile Transmission.

This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this agreement via facsimile transmission shall be as effective as delivery of an original signed copy, provided that an original signed copy shall be delivered to the party entitled thereto within five (5) business days after such facsimile transmission.

10.6 Attorneys' Fees.

In the event of any controversy, claim or action being filed or instituted between the parties to this agreement to enforce the terms and conditions of this agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration and determined to be the prevailing party by the judge or arbitrator.

10.7 Governing Law.

This agreement shall be governed by the laws, including conflicts of laws, in the State of Idaho as an agreement between residents of the State of Idaho and to be performed within the State of Idaho.

10.8 Venue.

As a material part of the consideration for this agreement, each of the parties hereto agrees that in the event any legal proceeding shall be instituted between them, such legal proceeding shall be instituted in the courts of Ada County, State of Idaho, and each of the parties hereto agrees to submit to the jurisdiction of such courts.

10.9 Grammatical Usage.

In construing this agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, plural terms shall be substituted for singular and singular for plural in any place in which the context so requires, and the word "including" shall be construed as if the words "but not limited to" appear immediately thereafter.

10.10 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Construction Manager shall not assign its rights hereunder, nor shall it delegate any of its duties hereunder, without the written consent of Owner. Owner may assign this Agreement to any affiliated entity or to any lender providing construction financing without Construction Manager's prior written consent. Construction Manager agrees to execute all consents reasonably required to facilitate

such an assignment. If either party makes such an assignment, that party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other party.

10.11 Headings.

The headings contained in this agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

10.12 Additional Acts.

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

10.13 Time of Essence.

All times provided for in this agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

10.14 Notice.

All notice between the parties shall be deemed received when personally delivered or when deposited in the United States mail postage prepaid, registered or certified, with return receipt requested, or sent by telegram or mail-o-gram or by recognized courier delivery (e.g. Federal Express, Airborne, Burlington, etc.) addressed to the parties, as the case may be, at the address set forth below or at such other addresses as the parties may subsequently designate by written notice given in the manner provided in this Section:

Owner: To be determined by Owner. Upon Owner's selection of its authorized representative, Owner will provide Architect the name and contact information for such representative.

With a copy to: Office of the City Clerk
City of Meridian
33 East Idaho Avenue
Meridian, Idaho 83642-2300
Telephone: 208-888-4433
Facsimile: 208-884-8119
Email: bergw@meridiancity.org

City Attorney's Office
City of Meridian

33 East Idaho Avenue
Meridian, Idaho 83642-2300
Telephone: 208-898-5506
Facsimile: 208-884-8723
Email: bairdt@meridiancity.org

Construction Manager: Gene R. Bennett, Project Manager
PETRA INCORPORATED
9056 W. Blackeagle Drive
Boise, Idaho 83709
Telephone: 208-323-4500
Facsimile: 208-323-4507
Mobile: 208-860-7531
Email: gbennett@petrainc.net

With a copy to: Patrick C. Kershisnik, Esq.
PETRA INCORPORATED
9056 W. Blackeagle Drive
Boise, Idaho 83709
Telephone: 208-323-4500
Facsimile: 208-323-4507
Mobile: 208-860-7531
Email: pkershisnik@petrainc.net

10.15 Rights and Remedies Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party. In the event of a default, the parties have all of the rights and remedies afforded in law or in equity, except as provided herein to the contrary.

10.16 Third-Party Beneficiaries.

Nothing contained herein shall create any relationship (contractual or otherwise) with, or any rights in favor of, any third party. Construction Manager's duties and responsibilities shall not relieve any other party, including Construction Manager and Contractors, from their duty to fully and faithfully perform their contractual and other obligations to Owner.

10.17 Integration; Waivers.

This is the entire agreement between the parties with respect to the matters covered herein and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing signed by both parties. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default.

CONSTRUCTION MANAGEMENT AGREEMENT (CONSTRUCTION MANAGEMENT ADVISOR)
NEW MERIDIAN CITY HALL

PAGE 22

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10.18 Severability.

If any term or provision of this agreement shall, to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforceable to the fullest extent permitted by law; and it is the intention of the parties hereto that if any provision of this agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

[end of text]

The parties have executed this Agreement effective as of the date first set forth above.

"Owner"

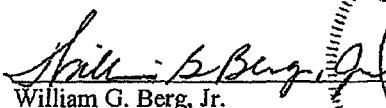
CITY OF MERIDIAN,
an Idaho municipal corporation

By:

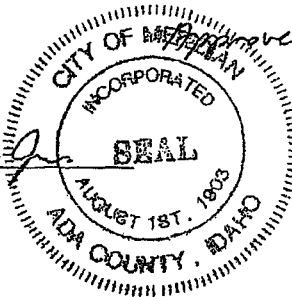

Tammy de Weerd
Mayor

Date: 8-7-06

ATTEST:

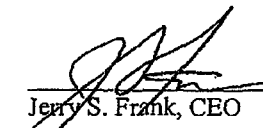

William G. Berg, Jr.
City Clerk

Date: 8-7-06



"Construction Manager" PETRA INCORPORATED,
an Idaho corporation

By:

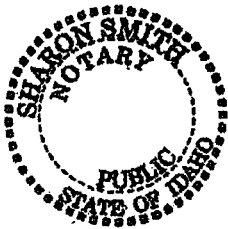

Jerry S. Frank, CEO

Date: 8-1-06

STATE OF IDAHO)
: ss
County of Ada)

On this 7th day of August 2006, before me, a Notary Public, personally appeared TAMMY DE WEERD and WILLIAM G. BERG, JR., known or identified to me to be the MAYOR and CITY CLERK, respectively, of the CITY OF MERIDIAN, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

(SEAL)



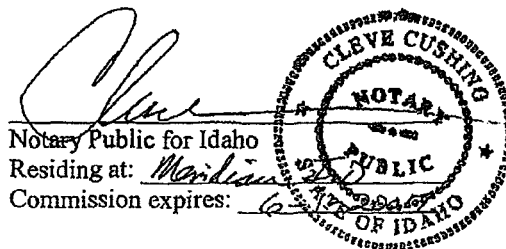
Sharon Smith

Notary Public for Idaho
Residing at: Melba Id
Commission expires: 10-15-11

STATE OF IDAHO)
: ss
County of Ada)

On this 1st day of August 2006, before me, a Notary Public, personally appeared JERRY S. FRANK, known or identified to me to be the CEO of PETRA INCORPORATED, an Idaho corporation, who executed the instrument or the person that executed the instrument of behalf of such corporation, and acknowledged to me that such corporation executed the same.

(SEAL)



Cleve Cushing
Notary Public for Idaho
Residing at: Meridian
Commission expires: 6-30-2007



GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

April 04, 2008.

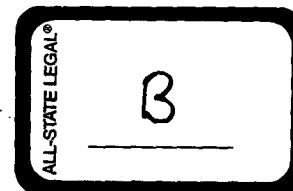
Mr. Keith Watts, Purchasing Agent
City of Meridian
33 East Idaho Avenue
Meridian, ID 83642-2300

RE: Change Order Request – Construction Management Fee Increase
Meridian City Hall Project

Dear Keith:

Attached for the City of Meridian's review and consideration is proposed Change Order No 2 for additional Construction Management Fee in accordance with the terms and conditions of the Construction Management Agreement between the City of Meridian and Petra, Inc for the Meridian City Hall project.

As we had indicated in our letter of November 5, 2007 it has been Petra, Inc intent to submit a change order for additional fee as a result of the cumulative scope changes now that the construction budget for the Plaza has been finalized. In accordance with Article 7(b) of the construction management agreement Petra is requesting the additional fee for the significant changes to the project size, complexity and budget that have occurred since the entail agreement was executed. The project size has increased from 80,000 SF to 104,000 SF. The complexity of the project has increased considerably as demonstrated by the significant number of changes to the construction documents through ASI's, RFI's & PR's. To accommodate the changes and clarifications the budget has increased from \$12,200,000 to \$20,421,103, resulting in a net increase to the budget of \$8,221,103. This increase does not include the site development costs for the removal and replacement of the contaminated and unsuitable materials and the fee associated with that work. Petra is requesting an increase of \$376,808 in the construction management fee. The fee increase amount has been included in the budget previously. The attached change order and the associated backup show how this increase has been calculated.



1097 N. ROSARIO ST. • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

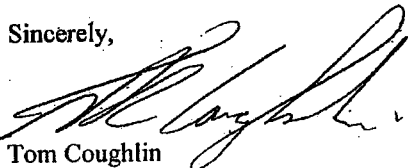
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Petra is not requesting an additional reimbursable expense or general conditions reimbursables as part of this change order. At this time we believe sufficient funds are available to cover these cost thru the contract completion date.

If you have any questions regarding this item please contact me. Thank you for your consideration.

Sincerely,



Tom Coughlin
Project Manager
PETRA INCORPORATED

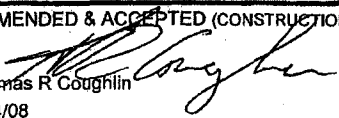
cc:

Attch: CO#02 with Backup

CITY OF MERIDIAN
33 EAST IDAHO
MERIDIAN, ID 83642

CHANGE ORDER NO. 02
PROJECT NO. CH-06-001
DATE: 4/04/08
EFFECTIVE DATE:

CONTRACT CHANGE ORDER

CONSTRUCTION MANAGER: PETRA, INC	
PROJECT: MERIDIAN CITY HALL - Construction Management	
<p>The Contractor is hereby directed to make the following changes from the Contract Documents and Plans.</p> <p>Description: Increase the amount of the Construction Management Fee in accordance with Article 7(b) of the of the "Agreement Between Owner and Construction Manager" as a result of significant changes to the project size complexity and budget. The project size has increased from 80,000 SF to 100,000 SF. The complexity of the project has increased considerably as demonstrated by the significant number of changes to the construction documents through ASI's, RFI's & PR's. To accommodate the changes the building budget has increased from \$12,200,000 to \$ 20,421,103. This results in a net increase of \$8,221,103 to the budget. Using the contract CM rate of 4.7% on the budget increase yields a total fee increase of \$ 386,392. Petra had included a fee increase of \$ 376,808 in the budget projections and will accept that amount</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.</p> <p>Reason for Change Order: Increases in project size, complexity and cost.</p> <p>Attachments: Petra worksheet dated 4/3/08. showing how the fee increase was calculated.</p>	
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 853,812	Original Contract Times: Substantial Completion 8/28/08
Net changes form previous Change Orders No. 01 to --- \$52,502.00	Net changes form previous Change Orders No. ___ to ___ (calendar days) None
Contract Price Prior to this Change Order: \$906,314.00	Contract Times prior to this Change Order: (calendar days or date) 8/28/2008
Net Increase (decrease) of this Change Order: \$376,808.00	Net Increase (decrease) of this Change Order: (calendar days or date) None
Contract Price with all Approved Change Orders: \$1,283,122.00	Contract Times with all Approved Change Orders: (calendar days) Substantial Completion 8/28/2008
RECOMMENDED & ACCEPTED (CONSTRUCTION MANAGER)  By: Thomas R Coughlin Date: 4/4/08	ACCEPTED: (CONTRACTOR) -- NOT APPLICABLE -- By: Date:
APPROVED: (CITY PURCHASING AGENT) By: Keith Watts Date:	COUNCIL APPROVAL Date:
APPROVED: (CITY) - By: Mayor Tammy de Weerd Date:	ATTEST: By: City Clerk, Jaycee Holman Date:

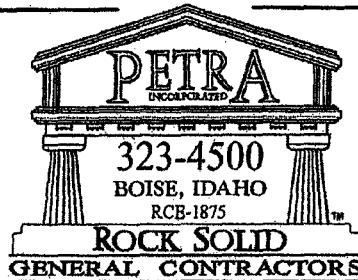
PETRA INC

4/3/08

**Change Order Request
Construction Management Fee Increase Worksheet**

Current Building Construction Budget	\$	20,473,605
Not including site development costs for removal of contaminated and unsuitable material, replacement with structural fill.		
Deduct CM Fee for Site Development	\$	(52,502)
	\$	20,421,103
Original Project Budget	\$	12,200,000
Budget Increase	\$	8,221,103
Original Contract CM Fee - 4.7% of Original Budget	\$	574,000
CO#01 - CM Fee on Contaminated/Unsuit Matl	\$	52,502
Requested Fee Increase -	\$	376,808
4.7% of Budget Increase, \$ 8,221,103 is \$ 386,392. Budget Projections have included \$ 376,808 for the fee increase, Petra will use that amount.		
Total Revised CM Fee	\$	1,003,310

Original Contract Amount		
Construction Managers Fee	\$	574,000
Reimbursable Expenses		
PreConstruction Phase Services	\$	29,818
Construction Phase Services	\$	249,994
	\$	853,812
Approved Change Orders		
Change Order #01 - CM Fee on Contaminated Matl Repl	\$	52,502
Current Contract Amount	\$	906,314
Proposed Change Orders		
Change Order #02 - Add'l CM Fee for Budget Increase	\$	376,808
TOTAL CONTRACT AMOUNT	\$	1,283,122



PROPOSED CHANGE ORDER
No. 00002

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

TITLE: Construction Mgmt Fee
PROJECT: Meridian City Hall
TO: Attn: Keith Watts
City of Meridian
33 E Idaho Avenue
Meridian, ID 83642
Phone: 888.4433 Fax: 887.4813

DATE: 4/3/2008
JOB: 060675
CONTRACT NO: 1

RE: **To:** **From:** **Number:**

DESCRIPTION OF PROPOSAL

In accordance with Article 7 (b) of the "Agreement Between Owner and Construction Manager" the Construction Management Fee is to be increased as a result of significant changes to the project size, complexity and budget. The project size has increased from 80,000 SF to 100,000 SF. The complexity of project has increased considerable as demonstrated by the significant number of changes to the construction documents through ASI, RFI & PR. The budget has increased from the \$12,200,000 to \$ 20,421,103 for the Building Construction. This results in a net increase of \$8,221,103 to the Budget. The contract CM Fee was based on 4.7% of the original budget. Using the rate of 4.7% on the budget increase yields a total fee increase of \$ 386,392. Petra had previously included an amount of \$376,808 in the budget projections for the fee increase and will request this amount.

Attached is a worksheet, dated 4/3/08, illustrating how this additional fee amount was calculated.

Item	Description	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Construction Management Fee Increase	1.000	LS	\$376,808.00	0.00%	\$0.00	\$376,808.00
Unit Cost:							\$376,808.00
Unit Tax:							\$0.00
Lump Sum:							\$0.00
Lump Tax:							\$0.00
0% GC Markup:							\$0.00
Total:							\$376,808.00

APPROVAL:

By:

Tom Coughlin

Date:

4/4/08

By:

Keith Watts

Date:

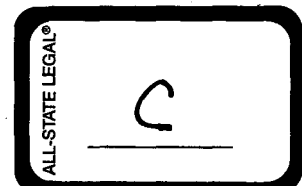
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Meridian City Hall

Table of Contents:

- Cover Letter
- Executive Summary
- Project Size & Complexity
- Building Complexity
- Budget
- Change Order Request





GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

Mr. Ted Baird
City of Meridian
33 E. Broadway
Meridian, Idaho 83642

Rec'd 10/3/08

Mr. Ted Baird,

The attached document is in response to the City of Meridian's request for additional information and back-up to Petra's proposed Change Order #2; dealing with increase in fee and management costs as a result of the project increase in size, complexity, and budget as provided for in Article 7(b) of the Construction Management Agreement.

Very Truly Yours,

Gene Bennett

Executive Summary

Article 7(b) of the Construction Management Agreement provides for an "Equitable Adjustment" in the "Construction Manager's fee and the not-to-exceed limits for reimbursable expenses" due to significant change in the Project due to "size, complexity, and budget."

The attached documentation specifically addresses the changes in each of these areas and the corresponding increase in management time and fee to manage the project.

Salaries	\$126,035
<u>Fee</u>	<u>\$386, 392</u>
Total:	\$512,427

Increased Salary Costs

The following chart is a comparison of actual hours spent managing the Project versus the negotiated contract amount:

	Contract Negotiated Contract Hours	8/31 Hours to Date	Remaining Hours	Total Project Hours	Difference	Rate	Amount
Project Manager	768	723	256	979	211	\$63.50	Non-Reimbursable
Project Engineer	1,536	2,443	170	2,613	1,077	\$45.90	\$49,434
Staff Engineer	0	1,648	0	1,648	1,648	\$26.96	\$44,430
Project Superintendent	3,114	3,224	865	4,089	975	\$40.40	\$39,390
Foreman	3,144	1,857	0	1,857	<1,257>	\$22.90	<\$28,785>
Total:	8,532			11,186	2,654		\$104,469

Petra utilized a mechanical/electrical superintendent in lieu of a finish foremen to oversee the MEP construction. Rate for the superintendent was \$34.51 and the additional cost was:

Supt Foreman				1857		\$11.61	\$21,566
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Total Additional Supervisory Costs:	\$126,035
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Project Size and Complexity

Project Size

The size of the Project increased in three principal areas:

- **Physical Size** – The size of the Project increased from 80,000 sq.ft. to 80,000 sq.ft. plus a 20,000 sq.ft basement for a total of 100,000 sq.ft. Addition of the basement added time to the Project to get out of the ground.
- **Scope of work within building** – The amount of work within the building was originally envisioned as “standard” Class A office space with open office areas. Final design utilized fixed wall office, partitions and cabinetry in lieu of demountable office partitions requiring more supervisory time to manage the Project.
- **Plaza & Site work** – Original site work was envisioned as “surface parking” and the required streetscape around the building. Final plaza design included amphitheatre, Heritage building, trellis, canal, stream, plaza with pavers and fountains, as well as parking and street scape. To manage this work, Petra employed a full time Project Superintendent and Staff Engineer to oversee the intricate installation.

Building Complexity

The complexity of the building changed in five principal areas:

- **Structure:** size of the City Council chambers dictated column to beam moment welds in four directions throughout the structure. This was more than the 2 directional moment welds that were initially anticipated, and added time to the Project during the rainy season when it is difficult to weld.
- **Building exterior:** The City’s desire to have an exterior that would stand the “test of time” dictated that use of stone and brick. This is a more expensive and time consuming construction method than is used on other commercial buildings, but was required in order to provide a 200 year structure.
- **Mechanical:** The mechanical system used in the building is state-of-the-art. It incorporated access floor/under floor duct throughout the building with a two pipe hydronic system providing under floor control to individual VAV boxes at individual work stations. The system provides the ultimate in control, comfort, and flexibility for future

office changes compared to the usual rooftop system with the single thermostat for large work areas.

- Electrical: The electrical system also is state-of-the-art with "daylight harvesting" controls, CO2 monitoring, standby generator and UPS systems – all requiring additional time to install.
- Because of the complexity of the mechanical/electrical systems, Petra employed a mechanical/electrical superintendent in lieu of a foreman to ensure the success of the Project.
- LEED: The certification for LEED with the state-of-the-art MEP systems added time to the overall Project to complete.

Budget:

The proposed budget for the project during contract negotiations in August, 2006 was set at \$12.2 million for 80,000 sq.ft. This was done in order to negotiate the construction management agreement to get the Project started prior to any drawings being prepared.

All budgets, bids, and contract awards were received by the City and approved by City Council.

The final budget of \$20.4 million for the building and plaza was presented to City Council in the monthly report in December 2007, and is currently the budget for the completion of the building, plaza, and demolition/abatement.

Change Order Request

The change order request is composed of two portions:

- Increased salary costs to manage the Project as a result of the Project's increase in physical size, complexity and budget.

\$126,035

- Increase fee to cover home office costs and profit as a result of the Project's increase in complexity and budget.

\$386,392

Total Amount

\$512,427

Increased Fee

The original negotiated fee for the contract was 4.7%

$$\frac{\$574,000}{\$12,200,000} = 4.7\%$$

This fee covers home office costs of 3.0%, insurance of 0.7% and pre-tax profit of 1.0%.

Increased fee is as follows:

Actual Project budget	\$20,421,103
	<u><\$12,200,000></u>
Increase	\$8,221,103
Fee	<u>4.7%</u>
	\$386,392

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1 PETRA Incorporated

Employee Range BENEUG thru BENEUG Pay Periods Ending Between 01/01/06 and 08/31/08

Job Range 060675 thru 060675

Eugene Bennett

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	6/17/2006	BENEUG	2
60675	1	410	6/24/2006	BENEUG	1
60675	1	410	7/1/2006	BENEUG	1
60675	1	410	7/8/2006	BENEUG	4
60675	1	410	7/15/2006	BENEUG	2
60675	1	410	1/6/2007	BENEUG	2
60675	1	410	1/13/2007	BENEUG	1
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60675	1	410	1/27/2007	BENEUG	12
60675	1	410	2/3/2007	BENEUG	6
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60675	1	410	3/17/2007	BENEUG	8
60675	1	410	3/24/2007	BENEUG	4
60675	1	410	3/31/2007	BENEUG	4
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60675	1	410	4/14/2007	BENEUG	7
60675	1	410	4/21/2007	BENEUG	6
60675	1	410	4/28/2007	BENEUG	1
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60675	1	410	5/12/2007	BENEUG	6
60675	1	410	5/19/2007	BENEUG	8
60675	1	410	5/26/2007	BENEUG	4
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60675	1	410	6/9/2007	BENEUG	1
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60675	1	410	6/23/2007	BENEUG	4
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60675	1	410	8/25/2007	BENEUG	2
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1 PETRA Incorporated

Employee Range BENEUG thru BENEUG Pay Periods Ending Between 01/01/06 and 08/31/08
Job Range 060675 thru 060675

Eugene Bennett

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
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1 PETRA Incorporated

Employee Range BETWES thru BETWES Pay Periods Ending Between 01/01/06 and 08/31/08

Job Range 060675 thru 060675

Wes Bettis

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
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60675	1	410	7/29/2006	BETWES	0.5
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60675	1	410	9/30/2006	BETWES	5
60675	1	410	10/7/2006	BETWES	9.25
60675	1	410	10/14/2006	BETWES	10
60675	1	410	10/21/2006	BETWES	4.5
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Employee Range BETWES thru BETWES Pay Periods Ending Between 01/01/06 and 08/31/08
Job Range 060675 thru 060675

Wes Bettis

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	7/21/2007	BETWES	36
60675	1	410	7/28/2007	BETWES	40
60675	1	410	8/4/2007	BETWES	40
60675	1	410	8/11/2007	BETWES	40
60675	1	410	8/18/2007	BETWES	24
60675	1	410	8/25/2007	BETWES	32
60675	1	410	9/1/2007	BETWES	35.5
60675	1	410	9/8/2007	BETWES	32
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60675	1	410	9/29/2007	BETWES	40
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Total

1560.46

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1 PETRA Incorporated

Employee Range STEART thru STEART Pay Periods Ending Between 01/01/06 and 08/31/08

Job Range 060675 thru 060675

Art Stevens

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
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60675	1	410	2/10/2007	STEART	10
60675	1	410	2/17/2007	STEART	8
Total					27

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1 PETRA Incorporated

Employee Range COUTH0 thru COUTH0 Pay Periods Ending Between 01/01/06 and 08/31/08

Job Range 060675 thru 060675

Tom Coughlin

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	12/1/2007	COUTH0	4
60675	1	410	12/8/2007	COUTH0	16
60675	1	410	12/15/2007	COUTH0	16
60675	1	410	12/22/2007	COUTH0	12
60675	1	410	12/29/2007	COUTH0	8
60675	1	410	1/5/2008	COUTH0	16
60675	1	410	1/12/2008	COUTH0	16
60675	1	410	1/26/2008	COUTH0	12
60675	1	410	2/2/2008	COUTH0	8
60675	1	410	2/9/2008	COUTH0	16
60675	1	410	2/16/2008	COUTH0	20
60675	1	410	2/23/2008	COUTH0	16
60675	1	410	3/1/2008	COUTH0	20
60675	1	410	3/8/2008	COUTH0	8
60675	1	410	3/15/2008	COUTH0	28
60675	1	410	3/22/2008	COUTH0	24
60675	1	410	3/29/2008	COUTH0	24
60675	1	410	4/5/2008	COUTH0	28
60675	1	410	4/12/2008	COUTH0	28
60675	1	410	4/19/2008	COUTH0	24
60675	1	410	4/26/2008	COUTH0	24
60675	1	410	5/3/2008	COUTH0	20
60675	1	410	5/10/2008	COUTH0	28
60675	1	410	5/17/2008	COUTH0	32
60675	1	410	5/24/2008	COUTH0	24
60675	1	410	5/31/2008	COUTH0	24
60675	1	410	6/7/2008	COUTH0	32
60675	1	410	6/14/2008	COUTH0	32
60675	1	410	6/21/2008	COUTH0	32
60675	1	410	6/28/2008	COUTH0	28
60675	1	410	7/5/2008	COUTH0	24
60675	1	410	7/12/2008	COUTH0	28
60675	1	410	7/19/2008	COUTH0	28
60675	1	410	7/26/2008	COUTH0	24
60675	1	410	8/2/2008	COUTH0	24
60675	1	410	8/9/2008	COUTH0	16
60675	1	410	8/16/2008	COUTH0	24
60675	1	410	8/23/2008	COUTH0	32
60675	1	410	8/30/2008	COUTH0	36

Total

856

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1 PETRA Incorporated

Employee Range JOHADA thru JOHANA Pay Periods Ending Between 01/01/06 and 08/31/08
Job Range 060675 thru 060675

Adam Johnson

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	8/19/2006	JOHADA	2
60675	1	405	9/23/2006	JOHADA	3
60675	1	405	9/30/2006	JOHADA	4
60675	1	405	10/28/2006	JOHADA	6
60675	1	405	11/4/2006	JOHADA	4
60675	1	405	11/11/2006	JOHADA	12
60675	1	405	11/18/2006	JOHADA	12
60675	1	405	11/25/2006	JOHADA	8
60675	1	405	12/16/2006	JOHADA	1
60675	1	405	1/20/2007	JOHADA	10
60675	1	405	2/3/2007	JOHADA	16
60675	1	405	2/10/2007	JOHADA	15
60675	1	405	2/17/2007	JOHADA	4
60675	1	405	2/24/2007	JOHADA	6
60675	1	405	3/3/2007	JOHADA	18
60675	1	405	3/10/2007	JOHADA	27
60675	1	405	3/17/2007	JOHADA	35
60675	1	405	3/24/2007	JOHADA	29
60675	1	405	3/31/2007	JOHADA	23
60675	1	405	4/7/2007	JOHADA	29
60675	1	405	4/14/2007	JOHADA	27
60675	1	405	4/21/2007	JOHADA	23
60675	1	405	4/28/2007	JOHADA	18
60675	1	405	5/5/2007	JOHADA	17
60675	1	405	5/12/2007	JOHADA	14
60675	1	405	5/19/2007	JOHADA	23
60675	1	405	5/26/2007	JOHADA	34
60675	1	405	6/2/2007	JOHADA	38
60675	1	405	6/9/2007	JOHADA	39
60675	1	405	6/16/2007	JOHADA	36
60675	1	405	6/23/2007	JOHADA	37
60675	1	405	6/30/2007	JOHADA	40
60675	1	405	7/7/2007	JOHADA	32
60675	1	405	7/14/2007	JOHADA	40
60675	1	405	7/21/2007	JOHADA	36
60675	1	405	7/28/2007	JOHADA	40
60675	1	405	8/4/2007	JOHADA	34
60675	1	405	8/11/2007	JOHADA	35
60675	1	405	8/18/2007	JOHADA	28
60675	1	405	8/25/2007	JOHADA	27
60675	1	405	9/1/2007	JOHADA	19
60675	1	405	9/8/2007	JOHADA	23
60675	1	405	9/15/2007	JOHADA	28
60675	1	405	9/22/2007	JOHADA	29
60675	1	405	9/29/2007	JOHADA	28
60675	1	405	10/6/2007	JOHADA	28
60675	1	405	10/13/2007	JOHADA	24
60675	1	405	10/20/2007	JOHADA	21
60675	1	405	10/27/2007	JOHADA	19
60675	1	405	11/3/2007	JOHADA	20
60675	1	405	11/10/2007	JOHADA	20
60675	1	405	11/17/2007	JOHADA	23
60675	1	405	11/24/2007	JOHADA	12

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1 PETRA Incorporated

Employee Range JOHADA thru JOHANA Pay Periods Ending Between 01/01/06 and 08/31/08
Job Range 060675 thru 060675

Adam Johnson

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	12/1/2007	JOHADA	26
60675	1	405	12/8/2007	JOHADA	32
60675	1	405	12/15/2007	JOHADA	33
60675	1	405	12/22/2007	JOHADA	33
60675	1	405	12/29/2007	JOHADA	14
60675	1	405	1/5/2008	JOHADA	12
60675	1	405	1/12/2008	JOHADA	15
60675	1	405	1/19/2008	JOHADA	11
60675	1	405	1/26/2008	JOHADA	38
60675	1	405	2/2/2008	JOHADA	20
60675	1	405	2/9/2008	JOHADA	2
60675	1	405	2/16/2008	JOHADA	1
60675	1	405	3/1/2008	JOHADA	8
60675	1	405	3/29/2008	JOHADA	20
60675	1	405	4/5/2008	JOHADA	40
60675	1	405	4/12/2008	JOHADA	40
60675	1	405	4/19/2008	JOHADA	40
Total					1561

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1 PETRA Incorporated

Employee Range PLONIC thru PLONIC Pay Periods Ending Between 01/01/06 and 08/31/08

Job Range 060675 thru 060675

Nick Ploetz

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	6/28/2008	PLONIC	24
60675	1	405	7/19/2008	PLONIC	25
60675	1	405	7/26/2008	PLONIC	25
Total					74

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1 PETRA Incorporated

Employee Range BOGJUS thru BOGJUS Pay Periods Ending Between 01/01/06 and 08/31/08
Job Range 060675 thru 060675

Justin Boggs

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	AVG REG RATE
60675	1	890	8/30/2008	BOGJUS	13
Total					13

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1 PETRA Incorporated

Employee Range ANDJOH thru ANDJOH Pay Periods Ending Between 01/01/06 and 08/31/08

Job Range 060675 thru 060675

Jon Anderson

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	3/3/2007	ANDJOH	4
60675	1	420	3/10/2007	ANDJOH	8
60675	1	420	3/17/2007	ANDJOH	32
60675	1	420	3/24/2007	ANDJOH	40
60675	1	420	3/31/2007	ANDJOH	40
60675	1	420	4/7/2007	ANDJOH	36
60675	1	420	4/14/2007	ANDJOH	40
60675	1	420	4/21/2007	ANDJOH	40
60675	1	420	4/28/2007	ANDJOH	40
60675	1	420	5/5/2007	ANDJOH	40
60675	1	420	5/12/2007	ANDJOH	32
60675	1	420	5/19/2007	ANDJOH	40
60675	1	420	5/26/2007	ANDJOH	37
60675	1	420	6/2/2007	ANDJOH	40
60675	1	420	6/9/2007	ANDJOH	40
60675	1	420	6/16/2007	ANDJOH	32
60675	1	420	6/23/2007	ANDJOH	40
60675	1	420	6/30/2007	ANDJOH	40
60675	1	420	7/7/2007	ANDJOH	40
60675	1	420	7/14/2007	ANDJOH	40
60675	1	420	7/21/2007	ANDJOH	36
60675	1	420	7/28/2007	ANDJOH	40
60675	1	420	8/4/2007	ANDJOH	40
60675	1	420	8/11/2007	ANDJOH	40
60675	1	420	8/18/2007	ANDJOH	39
60675	1	420	8/25/2007	ANDJOH	40
60675	1	420	9/1/2007	ANDJOH	40
60675	1	420	9/8/2007	ANDJOH	32
60675	1	420	9/15/2007	ANDJOH	40
60675	1	420	9/22/2007	ANDJOH	40
60675	1	420	9/29/2007	ANDJOH	32
60675	1	420	10/6/2007	ANDJOH	40
60675	1	420	10/13/2007	ANDJOH	39
60675	1	420	10/20/2007	ANDJOH	40
60675	1	420	10/27/2007	ANDJOH	38
60675	1	420	11/3/2007	ANDJOH	39
60675	1	420	11/10/2007	ANDJOH	40
60675	1	420	11/17/2007	ANDJOH	39
60675	1	420	11/24/2007	ANDJOH	24
60675	1	420	12/1/2007	ANDJOH	40
60675	1	420	12/8/2007	ANDJOH	37
60675	1	420	12/15/2007	ANDJOH	35
60675	1	420	12/22/2007	ANDJOH	39
60675	1	420	12/29/2007	ANDJOH	24
60675	1	420	1/5/2008	ANDJOH	32
60675	1	420	1/12/2008	ANDJOH	40
60675	1	420	1/19/2008	ANDJOH	40
60675	1	420	1/26/2008	ANDJOH	16
60675	1	420	2/9/2008	ANDJOH	37
60675	1	420	2/16/2008	ANDJOH	35
60675	1	420	2/23/2008	ANDJOH	32
60675	1	420	3/1/2008	ANDJOH	40
60675	1	420	3/8/2008	ANDJOH	36

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1 PETRA Incorporated

Employee Range ANDJOH thru ANDJOH Pay Periods Ending Between 01/01/06 and 08/31/08

Job Range 060675 thru 060675

Jon Anderson

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	3/15/2008	ANDJOH	38
60675	1	420	3/22/2008	ANDJOH	33
60675	1	420	3/29/2008	ANDJOH	40
60675	1	420	4/5/2008	ANDJOH	38
60675	1	420	4/12/2008	ANDJOH	38
60675	1	420	4/19/2008	ANDJOH	38
60675	1	420	4/26/2008	ANDJOH	40
Total					2167

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1 PETRA Incorporated

Employee Range CHIPAT thru CHIPAT Pay Periods Ending Between 01/01/06 and 08/31/08
Job Range 060675 thru 060675

Pat Child

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	7/5/2008	CHIPAT	32
60675	1	420	7/12/2008	CHIPAT	40
60675	1	420	7/19/2008	CHIPAT	40
60675	1	420	7/26/2008	CHIPAT	40
60675	1	420	8/2/2008	CHIPAT	40
60675	1	420	8/9/2008	CHIPAT	40
60675	1	420	8/16/2008	CHIPAT	40
60675	1	420	8/23/2008	CHIPAT	40
60675	1	420	8/30/2008	CHIPAT	40
Total					352

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1 PETRA Incorporated

Employee Range VAUJER thru VAUJER Pay Periods Ending Between 01/01/06 and 08/31/08

Job Range 060675 thru 060675

Jack Vaughn

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	4/19/2008	VAUJER	7
60675	1	420	4/26/2008	VAUJER	20
60675	1	420	5/3/2008	VAUJER	40
60675	1	420	5/10/2008	VAUJER	40
60675	1	420	5/17/2008	VAUJER	40
60675	1	420	5/24/2008	VAUJER	40
60675	1	420	5/31/2008	VAUJER	24
60675	1	420	6/7/2008	VAUJER	40
60675	1	420	6/14/2008	VAUJER	40
60675	1	420	6/21/2008	VAUJER	37
60675	1	420	6/28/2008	VAUJER	35
60675	1	420	7/5/2008	VAUJER	32
60675	1	420	7/12/2008	VAUJER	40
60675	1	420	7/19/2008	VAUJER	40
60675	1	420	7/26/2008	VAUJER	40
60675	1	420	8/2/2008	VAUJER	40
60675	1	420	8/9/2008	VAUJER	40
60675	1	420	8/16/2008	VAUJER	30
60675	1	420	8/23/2008	VAUJER	40
60675	1	420	8/30/2008	VAUJER	40
Total					705

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1 PETRA Incorporated

Employee Range TRESKO thru TRESKO Pay Periods Ending Between 01/01/06 and 08/31/08
Job Range 060675 thru 060675

Scott Trepagnier

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	8/25/2007	TRESKO	40
60675	1	420	9/8/2007	TRESKO	32
60675	1	430	9/1/2007	TRESKO	40
60675	1	430	9/15/2007	TRESKO	40
60675	1	430	9/22/2007	TRESKO	40
60675	1	430	9/29/2007	TRESKO	40
60675	1	430	10/6/2007	TRESKO	40
60675	1	430	10/13/2007	TRESKO	40
60675	1	430	10/20/2007	TRESKO	37
60675	1	430	10/27/2007	TRESKO	38
60675	1	430	11/3/2007	TRESKO	39
60675	1	430	11/10/2007	TRESKO	40
60675	1	430	11/17/2007	TRESKO	40
60675	1	430	11/24/2007	TRESKO	32
60675	1	430	12/1/2007	TRESKO	40
60675	1	430	12/8/2007	TRESKO	40
60675	1	430	12/15/2007	TRESKO	36
60675	1	430	12/22/2007	TRESKO	40
60675	1	430	12/29/2007	TRESKO	20
60675	1	430	1/5/2008	TRESKO	28
60675	1	430	1/12/2008	TRESKO	35
60675	1	430	1/19/2008	TRESKO	35
60675	1	430	1/26/2008	TRESKO	40
60675	1	430	2/2/2008	TRESKO	37
60675	1	430	2/9/2008	TRESKO	38
60675	1	430	2/16/2008	TRESKO	30
60675	1	430	2/23/2008	TRESKO	32
60675	1	430	3/1/2008	TRESKO	30
60675	1	430	3/8/2008	TRESKO	32
60675	1	430	3/15/2008	TRESKO	33
60675	1	430	3/22/2008	TRESKO	30
60675	1	430	3/29/2008	TRESKO	35
60675	1	430	4/5/2008	TRESKO	30
60675	1	430	4/12/2008	TRESKO	32
60675	1	430	4/19/2008	TRESKO	31
60675	1	430	4/26/2008	TRESKO	31
60675	1	430	5/3/2008	TRESKO	28
60675	1	430	5/10/2008	TRESKO	26
60675	1	430	5/17/2008	TRESKO	30
60675	1	430	5/24/2008	TRESKO	34
60675	1	430	5/31/2008	TRESKO	20
60675	1	430	6/14/2008	TRESKO	20
60675	1	430	6/21/2008	TRESKO	26
60675	1	430	6/28/2008	TRESKO	30

Total

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1 PETRA Incorporated

Employee Range BRODRE thru BRODRE Pay Periods Ending Between 01/01/06 and 08/31/08
Job Range 060675 thru 060675

Drew Brown

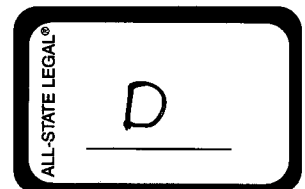
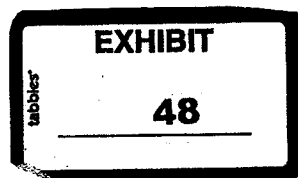
JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	4/26/2008	BRODRE	20
60675	1	405	5/3/2008	BRODRE	40
60675	1	405	7/5/2008	BRODRE	32
60675	1	430	5/10/2008	BRODRE	40
60675	1	430	5/17/2008	BRODRE	40
60675	1	430	5/24/2008	BRODRE	40
60675	1	430	5/31/2008	BRODRE	32
60675	1	430	6/7/2008	BRODRE	32
60675	1	430	6/14/2008	BRODRE	30
60675	1	430	6/21/2008	BRODRE	32
60675	1	430	6/28/2008	BRODRE	32
Total					370

Meridian City Hall
PETRA CHANGE ORDER NO 2

Table of Contents:

- Cover Letter
- Executive Summary
- Project Size & Complexity
- Building Complexity
- Budget
- Change Order Request

REVISION #1 – 05/03/10



004400



GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

05/03/10 Revision #1

Mr. Ted Baird
City of Meridian
33 E. Broadway
Meridian, Idaho 83642

Mr. Ted Baird,

The attached document is in response to the City of Meridian's request for additional information and back-up to Petra's proposed Change Order #2; dealing with increase in fee and management costs as a result of the project increase in size, complexity, and budget as provided for in Article 7(b) of the Construction Management Agreement.

The attached document has been revised from the original submitted previously on October 3, 2008. The total dollar amount requested has been updated to reflect the actual man-hours worked versus the projected man-hours.

Very Truly Yours,

GENE BENNETT

Gene Bennett

Executive Summary

Article 7(b) of the Construction Management Agreement provides for an "Equitable Adjustment" in the "Construction Manager's fee and the not-to-exceed limits for reimbursable expenses" due to significant change in the Project due to "size, complexity, and budget."

The attached documentation specifically addresses the changes in each of these areas and the corresponding increase in management time and fee to manage the project.

Salaries	\$136,197
<u>Fee</u>	<u>\$386, 392</u>
Total:	\$522,589

Project Size and Complexity

Project Size

The size of the Project increased in three principal areas:

- **Physical Size** – The size of the Project increased from 80,000 sq.ft. to 80,000 sq.ft. plus a 20,000 sq.ft basement for a total of 100,000 sq.ft. Addition of the basement added time to the Project to get out of the ground.
- **Scope of work within building** – The amount of work within the building was originally envisioned as “standard” Class A office space with open office areas. Final design utilized fixed wall office, partitions and cabinetry in lieu of demountable office partitions requiring more supervisory time to manage the Project.
- **Plaza & Site work** – Original site work was envisioned as “surface parking” and the required streetscape around the building. Final plaza design included amphitheatre, Heritage building, trellis, canal, stream, plaza with pavers and fountains, as well as parking and street scape. To manage this work, Petra employed a full time Project Superintendent and Staff Engineer to oversee the intricate installation.

Building Complexity

The complexity of the building changed in five principal areas:

- **Structure:** size of the City Council chambers dictated column to beam moment welds in four directions throughout the structure. This was more than the 2 directional moment welds that were initially anticipated, and added time to the Project during the rainy season when it is difficult to weld.
- **Building exterior:** The City's desire to have an exterior that would stand the “test of time” dictated that use of stone and brick. This is a more expensive and time consuming construction method than is used on other commercial buildings, but was required in order to provide a 200 year structure.
- **Mechanical:** The mechanical system used in the building is state-of-the-art. It incorporated access floor/under floor duct throughout the building with a two pipe hydronic system providing under floor control to individual VAV boxes at individual work stations. The system provides the ultimate in control, comfort, and flexibility for future

office changes compared to the usual rooftop system with the single thermostat for large work areas.

- **Electrical:** The electrical system also is state-of-the-art with "daylight harvesting" controls, CO2 monitoring, standby generator and UPS systems -- all requiring additional time to install.
- Because of the complexity of the mechanical/electrical systems, Petra employed a mechanical/electrical superintendent in lieu of a foreman to ensure the success of the Project.
- **LEED:** The certification for LEED with the state-of-the-art MEP systems added time to the overall Project to complete.

Budget:

The proposed budget for the project during contract negotiations in August, 2006 was set at \$12.2 million for 80,000 sq.ft by the City of Meridian. This was done in order to negotiate the construction management agreement to get the Construction Management Agreement executed prior to any drawings or design criteria being prepared.

All budgets, bids, and contract awards were received by the City and approved by City Council.

The final budget of \$20.4 million for the building and plaza was presented to City Council in the monthly report in December 2007, and this plus the \$1.35 million site demolition and remediation cost equals the current project budget of \$21.77 million.

Change Order Request

The change order request is composed of two portions:

- Increased salary costs to manage the Project as a result of the Project's increase in physical size, complexity and budget.

\$136,197

- Increase fee to cover home office costs and profit as a result of the Project's increase in complexity and budget.

\$386,392

Total Amount	\$522,589
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Increased Salary Costs

The following chart is a comparison of actual hours spent managing the Project versus the negotiated contract amount:

	Contract Negotiated Contract Hours	4/30/10 Hours to Date	Remaining Hours	Total Project Hours	Difference	Rate	Amount
Project Manager	768	1,174	0	1,174	406	\$63.50	Non-Reimbursable
Project Engineer	1,536	3,044	0	3,044	1,508	\$45.90	\$69,217
Staff Engineer	0	1,687	0	1,687	1,687	\$26.96	\$45,482
Project Superintendent	3,114	3,872	0	3,872	728	\$40.40	\$29,411
Foreman	3,144	1,857	0	1,857	<1,287>	\$22.90	<\$29,472>
Total:	8,532			11,410	2,412		\$114,638

Petra utilized a mechanical/electrical superintendent in lieu of a finish foremen to oversee the MEP construction. Rate for the superintendent was \$34.51 and the additional cost was:

Supt Foreman				1,857		\$11.61	\$21,560
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Total Additional Supervisory Costs:	\$136,197
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Increased Fee

The original negotiated fee for the contract was \$574,000 which equates to 4.7%

$$\frac{\$574,000}{\$12,200,000} = 4.7\%$$

The 4.7% rate is consistent with the fee increase requested and approved in Change Order #1.

This fee covers home office costs of 3.0%, insurance of 0.7% and pre-tax profit of 1.0%.

Increased fee is as follows:

Final Project Budget - Building & Plaza	\$20,421,103
<u>Deduct Orig Contract Amount</u>	<u><\$12,200,000></u>
Increase to Budget	\$ 8,221,103
<u>Fee Rate</u>	<u>4.7%</u>
Fee Increase Requested	\$ 386,392

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1 PETRA Incorporated

Employee Range BENEUG thru BENEUG Pay Periods Ending Between 08/01/06 and 04/30/09

Job Range 060675 thru 060675

Eugene Bennett

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	1/6/2007	BENEUG	2
60675	1	410	1/13/2007	BENEUG	1
60675	1	410	1/20/2007	BENEUG	11
60675	1	410	1/27/2007	BENEUG	12
60675	1	410	2/3/2007	BENEUG	6
60675	1	410	2/10/2007	BENEUG	8
60675	1	410	2/17/2007	BENEUG	4
60675	1	410	2/24/2007	BENEUG	2
60675	1	410	3/3/2007	BENEUG	16
60675	1	410	3/10/2007	BENEUG	8
60675	1	410	3/17/2007	BENEUG	8
60675	1	410	3/24/2007	BENEUG	4
60675	1	410	3/31/2007	BENEUG	4
60675	1	410	4/7/2007	BENEUG	11
60675	1	410	4/14/2007	BENEUG	7
60675	1	410	4/21/2007	BENEUG	6
60675	1	410	4/28/2007	BENEUG	1
60675	1	410	5/5/2007	BENEUG	5
60675	1	410	5/12/2007	BENEUG	6
60675	1	410	5/19/2007	BENEUG	8
60675	1	410	5/26/2007	BENEUG	4
60675	1	410	6/2/2007	BENEUG	4
60675	1	410	6/9/2007	BENEUG	1
60675	1	410	6/16/2007	BENEUG	4
60675	1	410	6/23/2007	BENEUG	4
60675	1	410	6/30/2007	BENEUG	4
60675	1	410	7/14/2007	BENEUG	2
60675	1	410	7/21/2007	BENEUG	2
60675	1	410	8/4/2007	BENEUG	1
60675	1	410	8/11/2007	BENEUG	9
60675	1	410	8/18/2007	BENEUG	6
60675	1	410	8/25/2007	BENEUG	2
60675	1	410	9/1/2007	BENEUG	8
60675	1	410	9/8/2007	BENEUG	2
60675	1	410	9/15/2007	BENEUG	3
60675	1	410	9/22/2007	BENEUG	3
60675	1	410	10/6/2007	BENEUG	3
60675	1	410	10/13/2007	BENEUG	4
60675	1	410	10/20/2007	BENEUG	2
60675	1	410	10/27/2007	BENEUG	1
60675	1	410	11/3/2007	BENEUG	4
60675	1	410	11/10/2007	BENEUG	4
60675	1	410	11/24/2007	BENEUG	3
60675	1	410	12/1/2007	BENEUG	24
60675	1	410	12/8/2007	BENEUG	9
60675	1	410	12/15/2007	BENEUG	20
60675	1	410	12/22/2007	BENEUG	20
60675	1	410	1/5/2008	BENEUG	16
60675	1	410	1/12/2008	BENEUG	4
60675	1	410	1/19/2008	BENEUG	6
60675	1	410	1/26/2008	BENEUG	8
60675	1	410	2/2/2008	BENEUG	4
60675	1	410	2/9/2008	BENEUG	3

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1 PETRA Incorporated

Employee Range BENEUG thru BENEUG Pay Periods Ending Between 08/01/06 and 04/30/09

Job Range 060675 thru 060675

Eugene Bennett

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	2/16/2008	BENEUG	8
60675	1	410	2/23/2008	BENEUG	6
60675	1	410	3/8/2008	BENEUG	8
60675	1	410	3/15/2008	BENEUG	12
60675	1	410	3/22/2008	BENEUG	4
60675	1	410	3/29/2008	BENEUG	12
60675	1	410	4/5/2008	BENEUG	10
60675	1	410	4/12/2008	BENEUG	16
60675	1	410	4/19/2008	BENEUG	12
60675	1	410	4/26/2008	BENEUG	16
60675	1	410	5/3/2008	BENEUG	7
60675	1	410	5/10/2008	BENEUG	12
60675	1	410	5/17/2008	BENEUG	10
60675	1	410	5/24/2008	BENEUG	8
60675	1	410	5/31/2008	BENEUG	12
60675	1	410	6/7/2008	BENEUG	16
60675	1	410	6/14/2008	BENEUG	16
60675	1	410	6/21/2008	BENEUG	8
60675	1	410	6/28/2008	BENEUG	12
60675	1	410	7/5/2008	BENEUG	12
60675	1	410	7/12/2008	BENEUG	8
60675	1	410	7/19/2008	BENEUG	16
60675	1	410	8/2/2008	BENEUG	8
60675	1	410	8/9/2008	BENEUG	36
60675	1	410	8/16/2008	BENEUG	36
60675	1	410	8/23/2008	BENEUG	36
60675	1	410	8/30/2008	BENEUG	32
60675	1	410	9/6/2008	BENEUG	24
60675	1	410	9/13/2008	BENEUG	32
60675	1	410	9/20/2008	BENEUG	16
60675	1	410	9/27/2008	BENEUG	35
60675	1	410	10/4/2008	BENEUG	37
60675	1	410	10/11/2008	BENEUG	40
60675	1	410	10/18/2008	BENEUG	24
60675	1	410	10/25/2008	BENEUG	24
60675	1	410	11/1/2008	BENEUG	25
60675	1	410	11/8/2008	BENEUG	26
60675	1	410	11/15/2008	BENEUG	12
60675	1	410	11/22/2008	BENEUG	12
60675	1	410	11/29/2008	BENEUG	6
60675	1	410	12/6/2008	BENEUG	2
60675	1	410	12/13/2008	BENEUG	10
60675	1	410	12/20/2008	BENEUG	2
60675	1	410	12/27/2008	BENEUG	2
60675	1	410	1/10/2009	BENEUG	2
60675	1	410	1/17/2009	BENEUG	8
60675	1	410	1/24/2009	BENEUG	8
60675	1	410	1/31/2009	BENEUG	16
60675	1	410	2/7/2009	BENEUG	14
60675	1	410	2/14/2009	BENEUG	12
60675	1	410	2/21/2009	BENEUG	8
60675	1	410	2/28/2009	BENEUG	8
60675	1	410	3/7/2009	BENEUG	16

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Job Range 060675 thru 060675

Eugene Bennett

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	3/14/2009	BENEUG	8
60675	1	410	3/21/2009	BENEUG	8
60675	1	410	3/28/2009	BENEUG	4
60675	1	410	4/4/2009	BENEUG	8
60675	1	410	4/11/2009	BENEUG	4
60675	1	410	4/18/2009	BENEUG	8
Total					1174

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 Job Range 060675 thru 060675

Wes Bettis

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	7/7/2007	BETWES	32
60675	1	410	8/12/2006	BETWES	4.5
60675	1	410	8/19/2006	BETWES	6.25
60675	1	410	8/26/2006	BETWES	2.5
60675	1	410	9/2/2006	BETWES	1.75
60675	1	410	9/9/2006	BETWES	3.25
60675	1	410	9/16/2006	BETWES	3
60675	1	410	9/23/2006	BETWES	5
60675	1	410	9/30/2006	BETWES	5
60675	1	410	10/7/2006	BETWES	9.25
60675	1	410	10/14/2006	BETWES	10
60675	1	410	10/21/2006	BETWES	4.5
60675	1	410	10/28/2006	BETWES	6.75
60675	1	410	11/4/2006	BETWES	7.75
60675	1	410	11/11/2006	BETWES	4.25
60675	1	410	11/18/2006	BETWES	5.25
60675	1	410	11/25/2006	BETWES	5.75
60675	1	410	12/2/2006	BETWES	12.25
60675	1	410	12/9/2006	BETWES	18
60675	1	410	12/16/2006	BETWES	12.25
60675	1	410	12/23/2006	BETWES	19.75
60675	1	410	12/30/2006	BETWES	6.75
60675	1	410	1/6/2007	BETWES	13.5
60675	1	410	1/13/2007	BETWES	18.25
60675	1	410	1/20/2007	BETWES	19.25
60675	1	410	1/27/2007	BETWES	15.25
60675	1	410	2/3/2007	BETWES	13
60675	1	410	2/10/2007	BETWES	27.75
60675	1	410	2/17/2007	BETWES	22.5
60675	1	410	2/24/2007	BETWES	26.25
60675	1	410	3/3/2007	BETWES	23.5
60675	1	410	3/10/2007	BETWES	26.5
60675	1	410	3/17/2007	BETWES	26.75
60675	1	410	3/24/2007	BETWES	27.75
60675	1	410	3/31/2007	BETWES	29
60675	1	410	4/7/2007	BETWES	27.5
60675	1	410	4/14/2007	BETWES	34.21
60675	1	410	4/21/2007	BETWES	34.5
60675	1	410	4/28/2007	BETWES	33.25
60675	1	410	5/5/2007	BETWES	9
60675	1	410	5/12/2007	BETWES	22.75
60675	1	410	5/19/2007	BETWES	32
60675	1	410	5/26/2007	BETWES	26
60675	1	410	6/2/2007	BETWES	9.5
60675	1	410	6/9/2007	BETWES	16
60675	1	410	6/16/2007	BETWES	40
60675	1	410	6/23/2007	BETWES	34.5
60675	1	410	6/30/2007	BETWES	40
60675	1	410	7/14/2007	BETWES	40
60675	1	410	7/21/2007	BETWES	36
60675	1	410	7/28/2007	BETWES	40
60675	1	410	8/4/2007	BETWES	40
60675	1	410	8/11/2007	BETWES	40

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 Job Range 060675 thru 060675

Wes Bettis

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	8/18/2007	BETWES	24
60675	1	410	8/25/2007	BETWES	32
60675	1	410	9/1/2007	BETWES	35.5
60675	1	410	9/8/2007	BETWES	32
60675	1	410	9/15/2007	BETWES	22.5
60675	1	410	9/22/2007	BETWES	40
60675	1	410	9/29/2007	BETWES	40
60675	1	410	10/13/2007	BETWES	40
60675	1	410	10/20/2007	BETWES	40
60675	1	410	10/27/2007	BETWES	40
60675	1	410	11/3/2007	BETWES	40
60675	1	410	11/10/2007	BETWES	40
60675	1	410	11/17/2007	BETWES	40
60675	1	410	11/24/2007	BETWES	24
60675	1	410	12/1/2007	BETWES	27
Total					1547.21

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Employee Range COUTH0 thru COUTH0 Pay Periods Ending Between 08/01/06 and 04/30/09
Job Range 060675 thru 060675

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Tom Coughlin

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	12/1/2007	COUTH0	4
60675	1	410	12/8/2007	COUTH0	16
60675	1	410	12/15/2007	COUTH0	16
60675	1	410	12/22/2007	COUTH0	12
60675	1	410	12/29/2007	COUTH0	8
60675	1	410	1/5/2008	COUTH0	16
60675	1	410	1/12/2008	COUTH0	16
60675	1	410	1/26/2008	COUTH0	12
60675	1	410	2/2/2008	COUTH0	8
60675	1	410	2/9/2008	COUTH0	16
60675	1	410	2/16/2008	COUTH0	20
60675	1	410	2/23/2008	COUTH0	16
60675	1	410	3/1/2008	COUTH0	20
60675	1	410	3/8/2008	COUTH0	8
60675	1	410	3/15/2008	COUTH0	28
60675	1	410	3/22/2008	COUTH0	24
60675	1	410	3/29/2008	COUTH0	24
60675	1	410	4/5/2008	COUTH0	28
60675	1	410	4/12/2008	COUTH0	28
60675	1	410	4/19/2008	COUTH0	24
60675	1	410	4/26/2008	COUTH0	24
60675	1	410	5/3/2008	COUTH0	20
60675	1	410	5/10/2008	COUTH0	28
60675	1	410	5/17/2008	COUTH0	32
60675	1	410	5/24/2008	COUTH0	24
60675	1	410	5/31/2008	COUTH0	24
60675	1	410	6/7/2008	COUTH0	32
60675	1	410	6/14/2008	COUTH0	32
60675	1	410	6/21/2008	COUTH0	32
60675	1	410	6/28/2008	COUTH0	28
60675	1	410	7/5/2008	COUTH0	24
60675	1	410	7/12/2008	COUTH0	28
60675	1	410	7/19/2008	COUTH0	28
60675	1	410	7/26/2008	COUTH0	24
60675	1	410	8/2/2008	COUTH0	24
60675	1	410	8/9/2008	COUTH0	16
60675	1	410	8/16/2008	COUTH0	24
60675	1	410	8/23/2008	COUTH0	32
60675	1	410	8/30/2008	COUTH0	36
60675	1	410	9/6/2008	COUTH0	12
60675	1	410	9/13/2008	COUTH0	8
60675	1	410	9/20/2008	COUTH0	12
60675	1	410	9/27/2008	COUTH0	22
60675	1	410	10/4/2008	COUTH0	12
60675	1	410	10/11/2008	COUTH0	8
60675	1	410	10/18/2008	COUTH0	14
60675	1	410	10/25/2008	COUTH0	10
60675	1	410	11/1/2008	COUTH0	10
60675	1	410	11/8/2008	COUTH0	14
60675	1	410	11/15/2008	COUTH0	18
60675	1	410	11/22/2008	COUTH0	24
60675	1	410	11/29/2008	COUTH0	26
60675	1	410	12/6/2008	COUTH0	16

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 Job Range 060675 thru 060675

Tom Coughlin

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	12/13/2008	COUTH0	16
60675	1	410	12/20/2008	COUTH0	16
60675	1	410	12/27/2008	COUTH0	12
60675	1	410	1/3/2009	COUTH0	16
60675	1	410	1/10/2009	COUTH0	6
60675	1	410	1/17/2009	COUTH0	16
60675	1	410	1/24/2009	COUTH0	20
60675	1	410	1/31/2009	COUTH0	24
60675	1	410	2/7/2009	COUTH0	24
60675	1	410	2/14/2009	COUTH0	16
60675	1	410	2/21/2009	COUTH0	8
60675	1	410	2/28/2009	COUTH0	22
60675	1	410	3/7/2009	COUTH0	23
60675	1	410	3/14/2009	COUTH0	21
60675	1	410	3/21/2009	COUTH0	18
60675	1	410	3/28/2009	COUTH0	28
60675	1	410	4/4/2009	COUTH0	9
60675	1	410	4/11/2009	COUTH0	18
60675	1	410	4/18/2009	COUTH0	8
60675	1	410	4/25/2009	COUTH0	12
Total					1395

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Job Range 060675 thru 060675

Art Stevens

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	2/3/2007	STEART	9
60675	1	410	2/10/2007	STEART	10
60675	1	410	2/17/2007	STEART	8
Total					27

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	Job Range 060675 thru 060675			

Steve Pierce

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	1/13/2007	PIESTE	11
60675	1	405	1/20/2007	PIESTE	24
60675	1	405	3/3/2007	PIESTE	16
60675	1	405	3/10/2007	PIESTE	24
Total					75

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1 PETRA Incorporated

Employee Range JOHADA thru JOHANA Pay Periods Ending Between 08/01/06 and 04/30/09

Job Range 060675 thru 060675

Adam Johnson

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	8/19/2006	JOHADA	2
60675	1	405	9/23/2006	JOHADA	3
60675	1	405	9/30/2006	JOHADA	4
60675	1	405	10/28/2006	JOHADA	6
60675	1	405	11/4/2006	JOHADA	4
60675	1	405	11/11/2006	JOHADA	12
60675	1	405	11/18/2006	JOHADA	12
60675	1	405	11/25/2006	JOHADA	8
60675	1	405	12/16/2006	JOHADA	1
60675	1	405	1/20/2007	JOHADA	10
60675	1	405	2/3/2007	JOHADA	16
60675	1	405	2/10/2007	JOHADA	15
60675	1	405	2/17/2007	JOHADA	4
60675	1	405	2/24/2007	JOHADA	6
60675	1	405	3/3/2007	JOHADA	18
60675	1	405	3/10/2007	JOHADA	27
60675	1	405	3/17/2007	JOHADA	35
60675	1	405	3/24/2007	JOHADA	29
60675	1	405	3/31/2007	JOHADA	23
60675	1	405	4/7/2007	JOHADA	29
60675	1	405	4/14/2007	JOHADA	27
60675	1	405	4/21/2007	JOHADA	23
60675	1	405	4/28/2007	JOHADA	18
60675	1	405	5/5/2007	JOHADA	17
60675	1	405	5/12/2007	JOHADA	14
60675	1	405	5/19/2007	JOHADA	23
60675	1	405	5/26/2007	JOHADA	34
60675	1	405	6/2/2007	JOHADA	38
60675	1	405	6/9/2007	JOHADA	39
60675	1	405	6/16/2007	JOHADA	36
60675	1	405	6/23/2007	JOHADA	37
60675	1	405	6/30/2007	JOHADA	40
60675	1	405	7/7/2007	JOHADA	32
60675	1	405	7/14/2007	JOHADA	40
60675	1	405	7/21/2007	JOHADA	36
60675	1	405	7/28/2007	JOHADA	40
60675	1	405	8/4/2007	JOHADA	34
60675	1	405	8/11/2007	JOHADA	35
60675	1	405	8/18/2007	JOHADA	28
60675	1	405	8/25/2007	JOHADA	27
60675	1	405	9/1/2007	JOHADA	19
60675	1	405	9/8/2007	JOHADA	23
60675	1	405	9/15/2007	JOHADA	28
60675	1	405	9/22/2007	JOHADA	29
60675	1	405	9/29/2007	JOHADA	28
60675	1	405	10/6/2007	JOHADA	28
60675	1	405	10/13/2007	JOHADA	24
60675	1	405	10/20/2007	JOHADA	21
60675	1	405	10/27/2007	JOHADA	19
60675	1	405	11/3/2007	JOHADA	20
60675	1	405	11/10/2007	JOHADA	20
60675	1	405	11/17/2007	JOHADA	23
60675	1	405	11/24/2007	JOHADA	12

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 Job Range 060675 thru 060675

Adam Johnson

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	12/1/2007	JOHADA	26
60675	1	405	12/8/2007	JOHADA	32
60675	1	405	12/15/2007	JOHADA	33
60675	1	405	12/22/2007	JOHADA	33
60675	1	405	12/29/2007	JOHADA	14
60675	1	405	1/5/2008	JOHADA	12
60675	1	405	1/12/2008	JOHADA	15
60675	1	405	1/19/2008	JOHADA	11
60675	1	405	1/26/2008	JOHADA	38
60675	1	405	2/2/2008	JOHADA	20
60675	1	405	2/9/2008	JOHADA	2
60675	1	405	2/16/2008	JOHADA	1
60675	1	405	3/1/2008	JOHADA	8
60675	1	405	3/29/2008	JOHADA	20
60675	1	405	4/5/2008	JOHADA	40
60675	1	405	4/12/2008	JOHADA	40
60675	1	405	4/19/2008	JOHADA	40
Total					1561

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1 PETRA Incorporated
Employee Range PLONIC thru PLONIC Pay Periods Ending Between 08/01/06 and 04/30/09
Job Range 060675 thru 060675

PAYROLL HISTORY DISTRIBUTION

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Nick Ploetz

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	6/28/2008	PLONIC	24
60675	1	405	7/19/2008	PLONIC	25
60675	1	405	7/26/2008	PLONIC	25
60675	1	405	11/29/2008	PLONIC	20
60675	1	405	12/6/2008	PLONIC	32
Total					126

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1 PETRA Incorporated

Employee Range ANDJOH thru ANDJOH Pay Periods Ending Between 08/01/06 and 04/30/09

Job Range 060675 thru 060675

Jon Anderson

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	3/3/2007	ANDJOH	4
60675	1	420	3/10/2007	ANDJOH	8
60675	1	420	3/17/2007	ANDJOH	32
60675	1	420	3/24/2007	ANDJOH	40
60675	1	420	3/31/2007	ANDJOH	40
60675	1	420	4/7/2007	ANDJOH	36
60675	1	420	4/14/2007	ANDJOH	40
60675	1	420	4/21/2007	ANDJOH	40
60675	1	420	4/28/2007	ANDJOH	40
60675	1	420	5/5/2007	ANDJOH	40
60675	1	420	5/12/2007	ANDJOH	32
60675	1	420	5/19/2007	ANDJOH	40
60675	1	420	5/26/2007	ANDJOH	37
60675	1	420	6/2/2007	ANDJOH	40
60675	1	420	6/9/2007	ANDJOH	40
60675	1	420	6/16/2007	ANDJOH	32
60675	1	420	6/23/2007	ANDJOH	40
60675	1	420	6/30/2007	ANDJOH	40
60675	1	420	7/7/2007	ANDJOH	40
60675	1	420	7/14/2007	ANDJOH	40
60675	1	420	7/21/2007	ANDJOH	36
60675	1	420	7/28/2007	ANDJOH	40
60675	1	420	8/4/2007	ANDJOH	40
60675	1	420	8/11/2007	ANDJOH	40
60675	1	420	8/18/2007	ANDJOH	39
60675	1	420	8/25/2007	ANDJOH	40
60675	1	420	9/1/2007	ANDJOH	40
60675	1	420	9/8/2007	ANDJOH	32
60675	1	420	9/15/2007	ANDJOH	40
60675	1	420	9/22/2007	ANDJOH	40
60675	1	420	9/29/2007	ANDJOH	32
60675	1	420	10/6/2007	ANDJOH	40
60675	1	420	10/13/2007	ANDJOH	39
60675	1	420	10/20/2007	ANDJOH	40
60675	1	420	10/27/2007	ANDJOH	38
60675	1	420	11/3/2007	ANDJOH	39
60675	1	420	11/10/2007	ANDJOH	40
60675	1	420	11/17/2007	ANDJOH	39
60675	1	420	11/24/2007	ANDJOH	24
60675	1	420	12/1/2007	ANDJOH	40
60675	1	420	12/8/2007	ANDJOH	37
60675	1	420	12/15/2007	ANDJOH	35
60675	1	420	12/22/2007	ANDJOH	39
60675	1	420	12/29/2007	ANDJOH	24
60675	1	420	1/5/2008	ANDJOH	32
60675	1	420	1/12/2008	ANDJOH	40
60675	1	420	1/19/2008	ANDJOH	40
60675	1	420	1/26/2008	ANDJOH	16
60675	1	420	2/9/2008	ANDJOH	37
60675	1	420	2/16/2008	ANDJOH	35
60675	1	420	2/23/2008	ANDJOH	32
60675	1	420	3/1/2008	ANDJOH	40
60675	1	420	3/8/2008	ANDJOH	36

60675	1	420	3/15/2008	ANDJOH	38
60675	1	420	3/22/2008	ANDJOH	33
60675	1	420	3/29/2008	ANDJOH	40
60675	1	420	4/5/2008	ANDJOH	38
60675	1	420	4/12/2008	ANDJOH	38
60675	1	420	4/19/2008	ANDJOH	38
60675	1	420	4/26/2008	ANDJOH	40
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1 PETRA Incorporated

Employee Range VAUJER thru VAUJER Pay Periods Ending Between 08/01/06 and 04/30/09

Job Range 060675 thru 060675

Jack Vaughn

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	4/19/2008	VAUJER	7
60675	1	420	4/26/2008	VAUJER	20
60675	1	420	5/3/2008	VAUJER	40
60675	1	420	5/10/2008	VAUJER	40
60675	1	420	5/17/2008	VAUJER	40
60675	1	420	5/24/2008	VAUJER	40
60675	1	420	5/31/2008	VAUJER	24
60675	1	420	6/7/2008	VAUJER	40
60675	1	420	6/14/2008	VAUJER	40
60675	1	420	6/21/2008	VAUJER	37
60675	1	420	6/28/2008	VAUJER	35
60675	1	420	7/5/2008	VAUJER	32
60675	1	420	7/12/2008	VAUJER	40
60675	1	420	7/19/2008	VAUJER	40
60675	1	420	7/26/2008	VAUJER	40
60675	1	420	8/2/2008	VAUJER	40
60675	1	420	8/9/2008	VAUJER	40
60675	1	420	8/16/2008	VAUJER	30
60675	1	420	8/23/2008	VAUJER	40
60675	1	420	8/30/2008	VAUJER	40
60675	1	420	9/6/2008	VAUJER	32
60675	1	420	9/20/2008	VAUJER	40
60675	1	420	9/27/2008	VAUJER	32
60675	1	420	10/4/2008	VAUJER	40
60675	1	420	10/11/2008	VAUJER	40
60675	1	420	10/18/2008	VAUJER	40

Total

929

004423

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 Company No. 1 PETRA Incorporated
 Printing: Employee Range CHIPAT thru CHIPAT Pay Periods Ending Between 08/01/06 and 04/30/09
 Job Range 060675 thru 060675

Pat Child

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	7/5/2008	CHIPAT	32
60675	1	420	7/12/2008	CHIPAT	40
60675	1	420	7/19/2008	CHIPAT	40
60675	1	420	7/26/2008	CHIPAT	40
60675	1	420	8/2/2008	CHIPAT	40
60675	1	420	8/9/2008	CHIPAT	40
60675	1	420	8/16/2008	CHIPAT	40
60675	1	420	8/23/2008	CHIPAT	40
60675	1	420	8/30/2008	CHIPAT	40
60675	1	420	9/6/2008	CHIPAT	40
60675	1	420	9/13/2008	CHIPAT	40
60675	1	420	9/20/2008	CHIPAT	40
60675	1	420	9/27/2008	CHIPAT	20
60675	1	420	10/4/2008	CHIPAT	20
60675	1	420	10/11/2008	CHIPAT	20
60675	1	420	10/18/2008	CHIPAT	20
Total					552

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 Job Range 060675 thru 060675

Jerry Dillon

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	12/2/2006	DILJER	16
60675	1	420	12/9/2006	DILJER	40
60675	1	420	12/16/069	DILJER	40
60675	1	420	12/23/2006	DILJER	40
60675	1	420	12/30/2006	DILJER	32
Total					168

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Company No. 1 PETRA Incorporated
Printing: Employee Range BIGHOH thru BIGHOH Pay Periods Ending Between 08/01/06 and 04/30/09
Job Range 060675 thru 060675

John Bigham

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	11/4/2006	BIGJOH	6
60675	1	420	11/11/2006	BIGJOH	26
60675	1	430	11/18/069	BIGJOH	24
Total					56

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Company No.
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1 PETRA Incorporated

Employee Range TRESKO thru TRESKO Pay Periods Ending Between 08/01/06 and 04/30/09

Job Range 060675 thru 060675

Scott Trepagnier

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	8/25/2007	TRESKO	40
60675	1	420	9/8/2007	TRESKO	32
60675	1	430	9/1/2007	TRESKO	40
60675	1	430	9/15/2007	TRESKO	40
60675	1	430	9/22/2007	TRESKO	40
60675	1	430	9/29/2007	TRESKO	40
60675	1	430	10/6/2007	TRESKO	40
60675	1	430	10/13/2007	TRESKO	40
60675	1	430	10/20/2007	TRESKO	37
60675	1	430	10/27/2007	TRESKO	38
60675	1	430	11/3/2007	TRESKO	39
60675	1	430	11/10/2007	TRESKO	40
60675	1	430	11/17/2007	TRESKO	40
60675	1	430	11/24/2007	TRESKO	32
60675	1	430	12/1/2007	TRESKO	40
60675	1	430	12/8/2007	TRESKO	40
60675	1	430	12/15/2007	TRESKO	36
60675	1	430	12/22/2007	TRESKO	40
60675	1	430	12/29/2007	TRESKO	20
60675	1	430	1/5/2008	TRESKO	28
60675	1	430	1/12/2008	TRESKO	35
60675	1	430	1/19/2008	TRESKO	35
60675	1	430	1/26/2008	TRESKO	40
60675	1	430	2/2/2008	TRESKO	37
60675	1	430	2/9/2008	TRESKO	38
60675	1	430	2/16/2008	TRESKO	30
60675	1	430	2/23/2008	TRESKO	32
60675	1	430	3/1/2008	TRESKO	30
60675	1	430	3/8/2008	TRESKO	32
60675	1	430	3/15/2008	TRESKO	33
60675	1	430	3/22/2008	TRESKO	30
60675	1	430	3/29/2008	TRESKO	35
60675	1	430	4/5/2008	TRESKO	30
60675	1	430	4/12/2008	TRESKO	32
60675	1	430	4/19/2008	TRESKO	31
60675	1	430	4/26/2008	TRESKO	31
60675	1	430	5/3/2008	TRESKO	28
60675	1	430	5/10/2008	TRESKO	26
60675	1	430	5/17/2008	TRESKO	30
60675	1	430	5/24/2008	TRESKO	34
60675	1	430	5/31/2008	TRESKO	20
60675	1	430	6/14/2008	TRESKO	20
60675	1	430	6/21/2008	TRESKO	26
60675	1	430	6/28/2008	TRESKO	30

Total

1487

004427

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 Job Range 060675 thru 060675

Drew Brown

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	4/26/2008	BRODRE	20
60675	1	405	5/3/2008	BRODRE	40
60675	1	405	7/5/2008	BRODRE	32
60675	1	430	5/10/2008	BRODRE	40
60675	1	430	5/17/2008	BRODRE	40
60675	1	430	5/24/2008	BRODRE	40
60675	1	430	5/31/2008	BRODRE	32
60675	1	430	6/7/2008	BRODRE	32
60675	1	430	6/14/2008	BRODRE	30
60675	1	430	6/21/2008	BRODRE	32
60675	1	430	6/28/2008	BRODRE	32
Total					370



GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

November 5, 2007

Via: Hand Delivery

Mr. Keith Watts, Purchasing Agent
City of Meridian
33 E Idaho St.
Meridian, ID 83642

RE: Notice of Intent to submit formal Change Order Request.

Keith:

This letter is a Notice of Intent for Petra Incorporated to submit a formal Change Order Request to the City of Meridian for additional Construction Management Fee and additional Project Engineer compensation in accordance with the terms and conditions of the Construction Management Agreement between the City of Meridian and Petra Incorporated for the Meridian City Hall project.

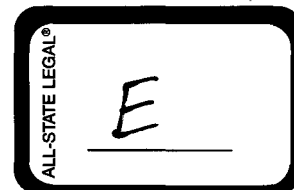
In accordance with Article 7 (b) of the "*Agreement Between Owner and Construction Manager*", Petra is requesting additional Construction Management Fee for significant changes to the project size, complexity and budget. The project size has increased from 80,000 SF to 100,000 SF with a full basement. The corresponding budget has increased from \$12.2 Million to a current estimate of \$ 19.6 Million, which does not include the site development costs of contaminated and unsuitable soil removal, replacement with structural fill material and the associated CM Fee to manage this site preparation scope of work. The contract CM fee was based on \$ 12.2 Million at 4.7%. The additional fee is based on the difference of contract values, \$ 7.4 Million at 4.7% with a Phase IV-Plaza & Site Improvements budget of \$1.5 Million or a total fee increase of \$347,800.00

Additionally, in accordance with Article 7 (b), as noted above, the construction Manager is requesting additional reimbursable expenses for the Project engineer due to the increased size, complexity and budget in the Project that requires additional man hours for the Project engineer on the project from the contract of 64 hours/month for 18 months to 94 hours/month for the final 12 months of the project. This reflects an additional 10 hours/month for 12 months at the contract rate of \$45.90/hour. or \$ 5,508.00.

No additional general condition reimbursable or temporary expenses will be requested as a part of this Change Order Request, as the scheduled completion date is still within the contract timeline and no additional expenses will be incurred as a part of this change. A formal Change Order Request will be forwarded once Phase IV—Plaza and Site Improvements bids the end of this month and a final construction budget is developed.

Best Regards,

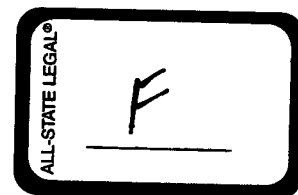
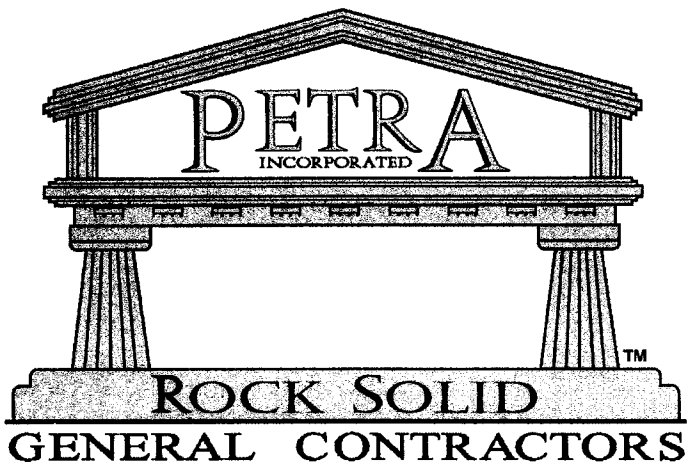

Wesley W. Bettis, Jr.
Construction Manager



MERIDIAN CITY HALL

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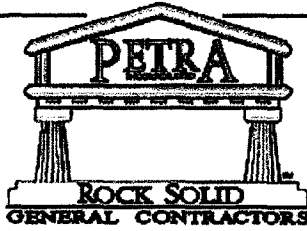
## Construction Management Plan Index



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# INDEX



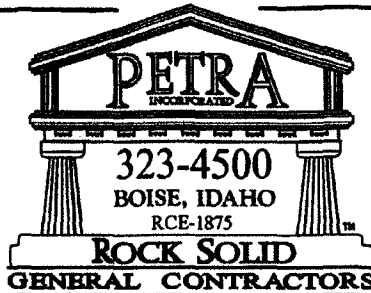
9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4300 • FAX: (208) 323-4507

## CITY OF MERIDIAN CITY HALL PROJECT

### CONSTRUCTION MANAGEMENT PLAN INDEX

- i) Index
- ii) Project Directory
- a) CONSTRUCTION MANAGEMENT PLAN
  - i.) Project Organization Charts
  - ii.) Project Staffing Recommendations
  - iii.) Project Phases & Bid Packages
  - iv.) Construction Manager's Estimated General Conditions & Procurement Requirements
  - v.) Project Contractor Coordination, Methods & Procedures
  - vi.) Claims and Change Order Management
- b) PROJECT SCHEDULING
  - i.) Conceptual Schedule
  - ii.) Construction Schedule by Phase
- c.) PROJECT BUDGETS
  - i.) Conceptual Budget
  - ii.) Working Budgets
- d.) PROJECT COMMUNICATIONS PLAN
- e.) PROJECT QUALITY MANAGEMENT PLAN

# PROJECT DIRECTORY



# Primary Contact List by Role

9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**Project Name: Meridian City Hall**

**Date: 1/19/2007**

**Project No: 06-0675**

**Page: 1 of 1**

| Role       | Company                             | Spec No. | Contact        | City          | State | Phone          | Fax            | Cell         |
|------------|-------------------------------------|----------|----------------|---------------|-------|----------------|----------------|--------------|
| <b>ARC</b> | <b>Architect</b>                    |          |                |               |       |                |                |              |
|            | LCA Architects, PA                  |          | Steve Simmons  | Boise         | ID    | 208-345-6677   | 208-344-9002   |              |
| <b>CON</b> | <b>Contractor</b>                   |          |                |               |       |                |                |              |
|            | Petra Incorporated                  |          | Wes Bettis     | Boise         | Idaho | 208-323-4500   | 208-323-4507   | 208-860-5186 |
| <b>DES</b> | <b>Design Consultant</b>            |          |                |               |       |                |                |              |
|            | hatchmueller, p.c.                  |          | Dell Hatch     | Coeur d'Alene | ID    | (208) 676-8444 | (208) 676-8555 |              |
| <b>ENG</b> | <b>Engineer</b>                     |          |                |               |       |                |                |              |
|            | Eidam & Associates                  | 16000    | Geoff Johnson  | Boise         | ID    | 208-345-7127   | 208-345-7173   | UNAVAILABLE  |
|            | Elk Mountain Engineering            |          | Warren Stewart | Nampa         | ID    | 466.4601       | 466-4608       | 989-8159     |
|            | Engineering Inc                     |          | Mike Wisdom    | Boise         | Idaho | 208-343-3663   | 208-343-9625   | UNAVAILABLE  |
|            | Materials Testing & Inspection      | 01120    | David Cram     | Boise         | ID    | 208-376-4748   | 208-322-6515   | 208-890-5364 |
|            | Terracon                            | 01400    | Mike Merhar    | Boise         | Idaho | 208-323-9520   | 208-323-9592   | UNAVAILABLE  |
| <b>OTH</b> | <b>Other</b>                        |          |                |               |       |                |                |              |
|            | Design Space Modular Buildings      | 01504    | Bryan Fletcher | Boise         | ID    | 208-362-7587   | 208-362-7588   |              |
|            | Idaho Power Comapny                 |          | Chad Helsley   | Boise         | ID    | 208.388.6346   | 208.388.6924   | 208.866.1561 |
|            | Meridian City Hall Jobsite Location |          | Adam Johnson   | Meridian      | ID    | 323-4500       | 208-887-1297   |              |
|            | QWEST                               | 01060    | Theresa Algie  | Boise         | Id    | 208.385.2903   | 208.385.2417   | 208.602.8802 |
|            | Sanitary Services Co.               |          | Dave Mason     | Meridian      | ID    | 888.3999       | 888.5052       |              |
| <b>OWN</b> | <b>Owner</b>                        |          |                |               |       |                |                |              |
|            | City of Meridian                    |          | Keith Watts    | Meridian      | ID    | 888.4433 x207  | 887.4813       | 631.6469     |
| <b>SUB</b> | <b>Subcontractor</b>                |          |                |               |       |                |                |              |
|            | ABC Sanitation and Septic, Inc      | 01556    | Candace Cotner | Nampa         | ID    | 208-467-0089   | 208-467-0097   |              |
|            | Anvil Fence                         | 02825    | Mike Thompson  | Boise         | ID    | 375-6767 x1-1- | 375-6768       |              |
|            | Ideal Demolition Service            | 02050    | David Aparicio | Emmett        | ID    | 208-365-1514   | 208-365-4915   | 208-369-0311 |



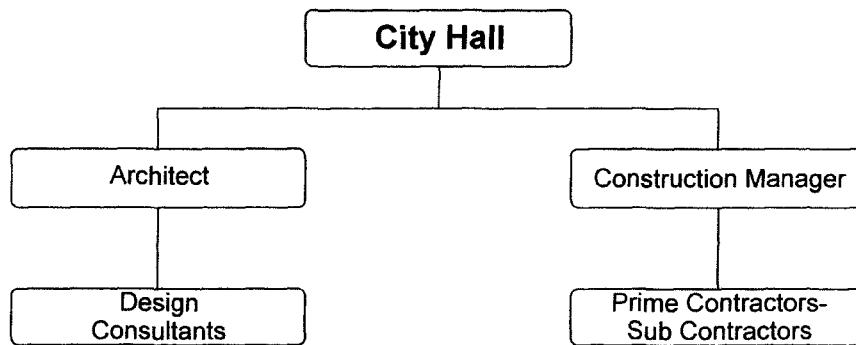
# CONSTRUCTION MANAGEMENT PLAN

- I.) PROJECT ORGANIZATION CHARTS
- II.) PROJECT STAFFING RECOMMENDATIONS
- III.) PROJECT PHASES & BID PACKAGES
- IV.) CM ESTIMATED GENERAL CONDITIONS  
& PROCUREMENT REQ.
- V.) PROJECT CONTRACTOR COORDINATION  
METHODS & PROCEDURES
- VI.) CLAIMS AND CHANGE ORDER  
MANAGEMENT

# PROJECT ORGANIZATIONAL CHARTS



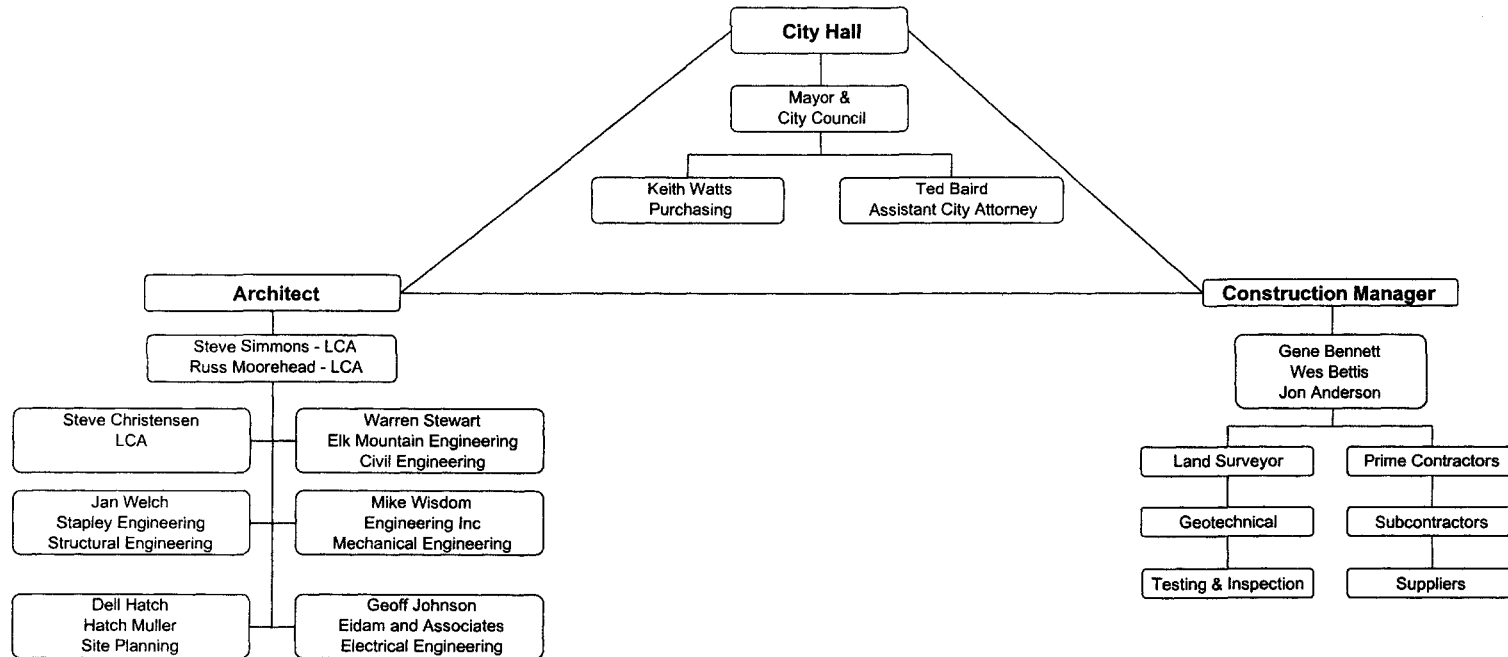
## Project Master Organization Chart





## Project Organization Chart

Triangle of Communication



# PROJECT STAFFING RECOMMENDATIONS



9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

## CITY OF MERIDIAN CITY HALL PROJECT

### PROJECT STAFFING RECOMMENDATIONS

#### City Staffing Requirements:

It is recommended that the City provide a minimum of two contact sources for day to day operations so that in the case of unforeseen conditions that require City feedback or to address contractual issues. The current contact protocol of Keith Watts-Purchasing Agent, first contact; if unavailable or time sensitive communication the second contact would be Ted Baird—Asst. City Attorney.

Keith Watts is responsible for releasing the bid packages in each phase of the project, collecting the bid results, issuing the bid results to the City Council for ratification and approval, confirming with Ted Baird and the Construction Manager that the successful bidders meet the legal requirements for the project and collect the executed contracts, approved by the City Attorney's office. Copies of all executed contracts, purchase orders and/or service agreements are to be forwarded to the Construction Manager for the project files

All communication will be copied, as noted in the Project Communications Plan, to the Mayor--Tammy DeWeerd, City Councilman--Keith Bird, City Clerk Will Berg and Public Works Director Brad Watson in addition to the two primary contacts listed above which make-up the Mayor's Building Committee and the Mayor may appoint any of these individuals to act on time sensitive communication in the absence of the primary contacts.

#### Architect Staffing Requirements:

The primary contacts and staff for the course of design and construction of the City Hall Building at LCA Architects, PA are two of the Principals of the firm; Steve Simmons and Russell Moorehead. During the course of this project, if neither of them is available, the Project Director is Steve Christensen, who can respond to questions and provide additional insight into the design and construction of the facility.

The Architect will make regular site visits to review the work in progress and to provide input regarding the construction, clarifying any detail requirements and resolving and conflicts in design application. These visits will typically be twice a month, more often as warranted. At no additional cost to the City, at least once a month Joe Conrad (ret), one of the former principals of the LCA Architects, PA will visit in the site in place of Mr. Simmons or Russell Moorehead to provide a visual inspection of the work in progress, Mr. Conrad will provide an experienced



perspective in the form of an observation report distributed to all three parties. His wisdom and expertise will be beneficial to the project and assist in minimizing claims by noting potential issues before they become contractual problems.

**Construction Manager Staffing:**

The staffing for the City Hall Project by Petra Incorporated for the day to day and general administration of the project is detailed in the Project Organizational Chart. While the primary contacts for the project are Wesley Bettis – Project Engineer and Jon Anderson – Project Superintendent; the additional contact is Gene Bennett – Project Manager/Director who is authorized to act on all questions and contractual issues. In the event a contractual or operations issue requires immediate action and none of the three primary contacts are available by the contact information in the project directory, or if additional input from Petra Incorporated is necessary, Director of Construction Art Stevens is available to address any concerns. In the event Mr. Stevens is not available, CEO Jerry Frank is available by contacting his Administrative Asst.

In addition to the primary contacts and the site specific staff noted in the organizational chart, Petra, Incorporated has internal staff to work on estimates, schedules, and project specific clerical requirements on an as-needed basis that are part of the service provided as the Construction Manager for the City of Meridian.

The Construction Manager/Project Engineer will be responsible for:

- Representing the City in the design process and providing insight to meeting the City's expectations for the project.
- Developing and issuing the bid packages to the City for bid release, managing the bidding process to insure good budget and cost controls are established.
- Reviewing the bid results and recommending a course of action to the City Council.
- Developing and maintaining the project schedule, monitoring daily, weekly and monthly progress to obtain timely contract completion.
- Reviewing and distributing the submittals to manage the material and equipment to be installed in accordance with the design documents.
- Maintain and manage the communication and other document control logs for the best project efficiency.
- Attend weekly on site progress meetings and support Project Superintendent in maintaining an efficient and safe project site.
- Provide regular inspections of work in progress in support of Project Superintendent for the project duration.
- Provide regular public updates to the City on the job cost and schedule performance as a good steward of the public funds financing this project.

The Project Superintendent will be responsible for:

- The day to day operation and management of the project site, to maintain a clean, efficient and safe work site.

- Manage and coordinate the sequencing of the work in progress in accordance with the project schedule to ensure timely completion of the project. Coordinate the various trades and materials to avoid conflicts with the contract documents and maintain efficient progress.
- Provide the front line of quality control in the installation of the contracted work and with the Construction Manager, insure timely response to questions or requests regarding the work in progress from all parties.

The Project Director/Project Manager is responsible for:

- Reviewing the design and estimating progress and providing input and direction for the CM/PE.
- Regular work in progress inspections and review with the Project Supt. and the CM/PE.
- Being available to the City to answer and questions, provide comments or suggestions and provide support regarding the project.

Other staff that is available to the Project from the Construction Manager during the course of the project includes:

- Estimating: To develop, update and monitor a project budget and provide additional dimension analysis and research to insure the most cost effective construction possible.
- Field Office Engineer: Available to assist with the processing and log status of all project communications.
- Legal & Safety: Providing support to address any legal or contractual concerns during the course of construction. Regular site inspections and support to insure a safe and efficient construction project site are a major responsibility of this position.

# PROJECT PHASES AND BID PACKAGES



**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**  
**July 12, 2007 2:00 P.M.**  
**PHASE III BID RESULTS**

|    | <b>Bid Package</b>                             | <b>Contractor</b>       | <b>Amount</b> |
|----|------------------------------------------------|-------------------------|---------------|
| 1  | Handrail and Miscellaneous Metal               | Sun Crest Corportation  | 73,265.00     |
| 2  | Carpentry                                      | American Wall Covering  | 112,000.00    |
| 3  | Millwork and Cabinetry                         | ICWP                    | 464,000.00    |
| 4  | Interior Storefront and Glazing                | Custom Glass            | 68,678.00     |
| 5  | Caulking                                       | TBD                     | 0.00          |
| 6  | Doors/Frames/Hardware                          | ABS                     | 277,230.00    |
| 7  | Overhead and Coiling Doors                     | Crawford Door Sales     | 5,590.00      |
| 8  | Drywall, Fireproofing, Acoustical Ceiling Tile | American Wall Coverings | 1,038,550.00  |
| 9  | Ceramic Tile                                   | Schumacher & Co., Inc.  | 110,953.00    |
| 10 | Flooring                                       | Designer Floors         | 182,354.00    |
| 11 | Painting and Wallcoverings                     | Commercial Painting     | 151,275.00    |
| 12 | Specialties                                    | SBI                     | 110,000.00    |
| 13 | Access Flooring                                | Pac West Interiors      | 528,800.00    |
| 14 | Window Coverings                               | Intergrated Ineriors    | 11,900.00     |
| 15 | Operable Partitions                            | The Masonry Center      | 20,840.00     |
| 17 | Fire Protection                                | Simplex Grinell         | 412,879.00    |
| 18 | Plumbing                                       | Buss                    | 953,385.00    |
| 19 | HVAC                                           | Hobson Fabrication Corp | 2,060,000.00  |
| 20 | Electrical, Low Voltage, Fire Alarm            | Tri State Electric      | 2,749,895.00  |

|                                         |                        |
|-----------------------------------------|------------------------|
| <b>T.I. and MEP's Total Bid Package</b> | <b>\$ 9,331,594.00</b> |
|-----------------------------------------|------------------------|

|    |                    |               |                   |
|----|--------------------|---------------|-------------------|
| 16 | Audio/Visual       | <i>Budget</i> | <i>215,500.00</i> |
| 21 | Telecommunications | <i>Budget</i> | <i>225,000.00</i> |
| 22 | Security & Access  | <i>Budget</i> | <i>165,000.00</i> |

|                                           |                      |
|-------------------------------------------|----------------------|
| <b>TOTAL FF&amp;E BID PACKAGE BUDGETS</b> | <b>\$ 605,500.00</b> |
|-------------------------------------------|----------------------|

Project:

Bid Opening:

PHASE III BID PACKAGE: Handrail and Miscellaneous Metal

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**

**July 12, 2007 2:00 P.M.**



|                                               | A                         | B                     | C | D | E |
|-----------------------------------------------|---------------------------|-----------------------|---|---|---|
| BIDDER                                        | Pacific Steel Fabricators | Sun Crest Corporation |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes                       | Yes                   |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | Exp *                     | 10287-AAA-3-4         |   |   |   |
| BID BOND ATTACHED                             | Yes                       | Yes                   |   |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        | n/a                       | n/a                   |   |   |   |
| ADDENDUM - A                                  | Yes                       | Yes                   |   |   |   |
| ADDENDUM - B                                  | Yes                       | Yes                   |   |   |   |
| ADDENDUM - C                                  | Yes                       | Yes                   |   |   |   |
| ADDENDUM - D                                  |                           |                       |   |   |   |
| BID AMOUNT                                    | \$70,178.00               | \$73,265.00           |   |   |   |

|                             |                       |
|-----------------------------|-----------------------|
| Apparent Low Bid Contractor | Sun Crest Corporation |
| Apparent Low Bid Amount     | \$73,265.00           |

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Bid Pkg 1

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CM017014

Project:

Bid Opening:

PHASE III BID PACKAGE: Carpentry

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**  
**July 12, 2007 2:00 P.M.**



|                                               | A                      | B | C | D | E |
|-----------------------------------------------|------------------------|---|---|---|---|
| BIDDER                                        | American Wall Covering |   |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes                    |   |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 11186-AA-4             |   |   |   |   |
| BID BOND ATTACHED                             | Yes                    |   |   |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        | n/a                    |   |   |   |   |
| ADDENDUM - A                                  | Yes                    |   |   |   |   |
| ADDENDUM - B                                  | Yes                    |   |   |   |   |
| ADDENDUM - C                                  | Yes                    |   |   |   |   |
| ADDENDUM - D                                  |                        |   |   |   |   |
| BID AMOUNT                                    | \$112,000.00           |   |   |   |   |

|                             |                        |
|-----------------------------|------------------------|
| Apparent Low Bid Contractor | American Wall Covering |
| Apparent Low Bid Amount     | \$112,000.00           |

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Bid Pkg 2

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CM017015



Project:

Bid Opening:

PHASE III BID PACKAGE: Millwork and Cabinetry

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**

**July 12, 2007 2:00 P.M.**



|                                               | A            | B | C | D | E |
|-----------------------------------------------|--------------|---|---|---|---|
| BIDDER                                        | ICWP         |   |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes          |   |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 14632-B-4    |   |   |   |   |
| BID BOND ATTACHED                             | Yes          |   |   |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        | n/a          |   |   |   |   |
| ADDENDUM - A                                  | Yes          |   |   |   |   |
| ADDENDUM - B                                  | Yes          |   |   |   |   |
| ADDENDUM - C                                  | Yes          |   |   |   |   |
| ADDENDUM - D                                  |              |   |   |   |   |
| BID AMOUNT                                    | \$464,000.00 |   |   |   |   |

|                             |              |
|-----------------------------|--------------|
| Apparent Low Bid Contractor | ICWP         |
| Apparent Low Bid Amount     | \$464,000.00 |

004447

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Bid Pkg 3

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CM017016

Project:

Bid Opening:

PHASE III BID PACKAGE: Interior Storefront and Glazing

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**

**July 12, 2007 2:00 P.M.**



|                                               | A            | B | C | D | E |
|-----------------------------------------------|--------------|---|---|---|---|
| BIDDER                                        | Custom Glass |   |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes          |   |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 11898-AA-4   |   |   |   |   |
| BID BOND ATTACHED                             | Yes          |   |   |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        | n/a          |   |   |   |   |
| ADDENDUM - A                                  | Yes          |   |   |   |   |
| ADDENDUM - B                                  | Yes          |   |   |   |   |
| ADDENDUM - C                                  | Yes          |   |   |   |   |
| ADDENDUM - D                                  |              |   |   |   |   |
| BID AMOUNT                                    | \$68,678.00  |   |   |   |   |

|                             |              |
|-----------------------------|--------------|
| Apparent Low Bid Contractor | Custom Glass |
| Apparent Low Bid Amount     | \$68,678.00  |

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Bid Pkg 4

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CM017017

Project:

Bid Opening:

PHASE III BID PACKAGE: Caulking

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**

**July 12, 2007 2:00 P.M.**



|                                                             | A | B | C | D | E |
|-------------------------------------------------------------|---|---|---|---|---|
| BIDDER                                                      | A |   |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED                     |   |   |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER               |   |   |   |   |   |
| BID BOND ATTACHED<br>SUBCONTRACTORS LISTED<br>(If required) |   |   |   |   |   |
| ADDENDUM - A                                                |   |   |   |   |   |
| ADDENDUM - B                                                |   |   |   |   |   |
| ADDENDUM - C                                                |   |   |   |   |   |
| ADDENDUM - D                                                |   |   |   |   |   |
| BID AMOUNT                                                  |   |   |   |   |   |

|                             |        |
|-----------------------------|--------|
| Apparent Low Bid Contractor | A      |
| Apparent Low Bid Amount     | \$0.00 |

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Bid Pkg 5

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CM017018

Project:  
 Bid Opening:  
 PHASE III BID PACKAGE:

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**  
**July 12, 2007 2:00 P.M.**  
Doors/Frames/Hardware



|                                               | A                  | B                   | C            | D | E |
|-----------------------------------------------|--------------------|---------------------|--------------|---|---|
| BIDDER                                        | The Masonry Center | Bently Door Company | ABS          |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes                | Yes                 | Yes          |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 11306-AA           | 16806-B-4           | 12535-AAA-4  |   |   |
| BID BOND ATTACHED                             | Yes                | Yes                 | Yes          |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        |                    |                     |              |   |   |
| ADDENDUM - A                                  | Yes                | Yes                 | Yes          |   |   |
| ADDENDUM - B                                  | Yes                | Yes                 | Yes          |   |   |
| ADDENDUM - C                                  | Yes                | Yes                 | Yes          |   |   |
| ADDENDUM - D                                  |                    |                     |              |   |   |
| BID AMOUNT                                    | \$489,744.00       | \$352,798.68        | \$277,230.00 |   |   |

|                             |              |
|-----------------------------|--------------|
| Apparent Low Bid Contractor | ABS          |
| Apparent Low Bid Amount     | \$277,230.00 |

004450

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Bid Pkg 6

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CM017019

Project:  
 Bid Opening:  
 PHASE III BID PACKAGE:

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**  
**July 12, 2007 2:00 P.M.**  
Overhead and Coiling Doors



|                                               | A                   | B | C | D | E |
|-----------------------------------------------|---------------------|---|---|---|---|
| BIDDER                                        | Crawford Door Sales |   |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes                 |   |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 14857-A-4           |   |   |   |   |
| BID BOND ATTACHED                             | Yes                 |   |   |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        | n/a                 |   |   |   |   |
| ADDENDUM - A                                  | Yes                 |   |   |   |   |
| ADDENDUM - B                                  | Yes                 |   |   |   |   |
| ADDENDUM - C                                  | Yes                 |   |   |   |   |
| ADDENDUM - D                                  |                     |   |   |   |   |
| BID AMOUNT                                    | \$5,590.00          |   |   |   |   |

|                             |                     |
|-----------------------------|---------------------|
| Apparent Low Bid Contractor | Crawford Door Sales |
| Apparent Low Bid Amount     | \$5,590.00          |

004451

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Bid Pkg 7

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CM017020

Project:

Bid Opening:

PHASE III BID PACKAGE: Drywall, Fireproofing, Acoustical Ceiling Tile

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**  
**July 12, 2007 2:00 P.M.**



|                                               | A                       | B                         | C                  | D | E |
|-----------------------------------------------|-------------------------|---------------------------|--------------------|---|---|
| BIDDER                                        | American Wall Coverings | Interior Systems of Idaho | Pac West Interiors |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes                     | Yes                       | Yes                |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 11186-AA-4              | 10783-AAA-4               | 10437-AAA-3        |   |   |
| BID BOND ATTACHED                             | Yes                     | Yes                       | Yes                |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        | n/a                     | n/a                       | n/a                |   |   |
| ADDENDUM - A                                  | Yes                     | Yes                       | Yes                |   |   |
| ADDENDUM - B                                  | Yes                     | Yes                       | Yes                |   |   |
| ADDENDUM - C                                  | Yes                     | Yes                       | Yes                |   |   |
| ADDENDUM - D                                  |                         |                           |                    |   |   |
| BID AMOUNT                                    | \$1,038,550.00          | \$1,047,100.00            | \$1,055,000.00     |   |   |

|                             |                         |
|-----------------------------|-------------------------|
| Apparent Low Bid Contractor | American Wall Coverings |
| Apparent Low Bid Amount     | \$1,038,550.00          |

004452

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Bid Pkg 8

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CM017021



Project:

Bid Opening:

PHASE III BID PACKAGE: Ceramic Tile

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**  
**July 12, 2007 2:00 P.M.**



|                                               | A                      | B                   | C                        | D | E |
|-----------------------------------------------|------------------------|---------------------|--------------------------|---|---|
| BIDDER                                        | Schumacher & Co., Inc. | Mesa Tile and Stone | Chreechly Tile and Stone |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes                    | Yes                 | Yes                      |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 13556-B-4              | 11559-A-4           | 11461-AAA-4              |   |   |
| BID BOND ATTACHED                             | Yes                    | Yes                 | Yes                      |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        | n/a                    | n/a                 | n/a                      |   |   |
| ADDENDUM - A                                  | Yes                    | Yes                 | Yes                      |   |   |
| ADDENDUM - B                                  | Yes                    | Yes                 | Yes                      |   |   |
| ADDENDUM - C                                  | Yes                    | Yes                 | Yes                      |   |   |
| ADDENDUM - D                                  |                        |                     |                          |   |   |
| BID AMOUNT                                    | \$110,953.00           | \$151,395.00        | \$196,900.00             |   |   |

|                             |                        |
|-----------------------------|------------------------|
| Apparent Low Bid Contractor | Schumacher & Co., Inc. |
| Apparent Low Bid Amount     | \$110,953.00           |

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Bid Pkg 9

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CM017022

Project:  
 Bid Opening:  
 PHASE III BID PACKAGE:

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**  
**July 12, 2007 2:00 P.M.**  
Flooring



|                                            | A                     | B               | C                          | D                             | E            |
|--------------------------------------------|-----------------------|-----------------|----------------------------|-------------------------------|--------------|
| BIDDER                                     | Schumacher & Co, inc. | Designer Floors | Nampa Floors and Interiors | Dillaghugh's Flooring America | Great Floors |
| PROPOSAL PROPERLY COMPLETED & SIGNED       | Yes                   | Yes             | Yes                        | Yes                           | Yes          |
| INCLUDED IDAHO PUBLIC WORKS LICENSE NUMBER | 13556-B-4             | 11018-AA-4      | 10356-B-4                  | 12838-A-4                     | 14916-B-4    |
| BID BOND ATTACHED                          | Yes                   | Yes             | Yes                        | Yes                           | Yes          |
| SUBCONTRACTORS LISTED (If required)        |                       |                 |                            |                               |              |
| ADDENDUM - A                               | Yes                   | Yes             | Yes                        | Yes                           | Yes          |
| ADDENDUM - B                               | Yes                   | Yes             | Yes                        | Yes                           | Yes          |
| ADDENDUM - C                               | Yes                   | Yes             | Yes                        | Yes                           | Yes          |
| ADDENDUM - D                               |                       |                 |                            |                               |              |
| BID AMOUNT                                 | \$205,468.00          | \$182,354.00    | \$240,891.00               | \$219,744.00                  | \$188,722.00 |

|                             |                 |
|-----------------------------|-----------------|
| Apparent Low Bid Contractor | Designer Floors |
| Apparent Low Bid Amount     | \$182,354.00    |

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Bid Pkg 10

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CM017023

Project:

Bid Opening:

PHASE III BID PACKAGE: Painting and Wallcoverings

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**

**July 12, 2007 2:00 P.M.**



|                                               | A           | B                   | C                 | D                  | E |
|-----------------------------------------------|-------------|---------------------|-------------------|--------------------|---|
| BIDDER                                        | Color Craft | Commercial Painting | National Coatings | BHM and Associates |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes         | Yes                 | Yes               | Yes                |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 10308-B-4   | 14413-B-4           | 15290-A-4         | 10263-C-4          |   |
| BID BOND ATTACHED                             | Yes         | Yes                 | Yes               | Yes                |   |
| SUBCONTRACTORS LISTED<br>(If required)        |             |                     |                   |                    |   |
| ADDENDUM - A                                  | Yes         | Yes                 | Yes               | Yes                |   |
| ADDENDUM - B                                  | Yes         | Yes                 | Yes               | Yes                |   |
| ADDENDUM - C                                  | Yes         | Yes                 | Yes               | Yes                |   |
| ADDENDUM - D                                  |             |                     |                   |                    |   |
| BID AMOUNT                                    |             | \$151,275.00        | \$159,840.00      | \$176,823.00       |   |

|                             |                     |
|-----------------------------|---------------------|
| Apparent Low Bid Contractor | Commercial Painting |
| Apparent Low Bid Amount     | \$151,275.00        |

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Bid Pkg 11

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CM017024

Project:  
 Bid Opening:  
 PHASE III BID PACKAGE:

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**  
**July 12, 2007 2:00 P.M.**  
Specialties



|                                               | A            | B | C | D | E |
|-----------------------------------------------|--------------|---|---|---|---|
| BIDDER                                        | SBI          |   |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes          |   |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 14744-B-4    |   |   |   |   |
| BID BOND ATTACHED                             | Yes          |   |   |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        |              |   |   |   |   |
| ADDENDUM - A                                  | Yes          |   |   |   |   |
| ADDENDUM - B                                  | Yes          |   |   |   |   |
| ADDENDUM - C                                  | Yes          |   |   |   |   |
| ADDENDUM - D                                  |              |   |   |   |   |
| BID AMOUNT                                    | \$110,000.00 |   |   |   |   |

|                             |              |
|-----------------------------|--------------|
| Apparent Low Bid Contractor | SBI          |
| Apparent Low Bid Amount     | \$110,000.00 |

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Bid Pkg 12

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CM017025

Project:  
 Bid Opening:  
 PHASE III BID PACKAGE:

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**  
**July 12, 2007 2:00 P.M.**  
Access Flooring



|                                               | A                      | B                  | C | D | E |
|-----------------------------------------------|------------------------|--------------------|---|---|---|
| BIDDER                                        | American Wallcoverings | Pac West Interiors |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes                    | Yes                |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 11186-AA-4             | 10437-AAA-3        |   |   |   |
| BID BOND ATTACHED                             | Yes                    | Yes                |   |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        |                        |                    |   |   |   |
| ADDENDUM - A                                  | Yes                    | Yes                |   |   |   |
| ADDENDUM - B                                  | Yes                    | Yes                |   |   |   |
| ADDENDUM - C                                  | Yes                    | Yes                |   |   |   |
| ADDENDUM - D                                  |                        |                    |   |   |   |
| BID AMOUNT                                    | \$531,250.00           | \$528,800.00       |   |   |   |

|                             |                    |
|-----------------------------|--------------------|
| Apparent Low Bid Contractor | Pac West Interiors |
| Apparent Low Bid Amount     | \$528,800.00       |

004457

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Bid Pkg 13

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CM017026

Project:  
 Bid Opening:  
 PHASE III BID PACKAGE:

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**  
**July 12, 2007 2:00 P.M.**  
Window Coverings



|                                               | A                              | B                    | C | D | E |
|-----------------------------------------------|--------------------------------|----------------------|---|---|---|
| BIDDER                                        | Commerical Window<br>Coveirngs | Intergrated Ineriors |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes                            | Yes                  |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 16721-C-3-4                    | 1192-2-C-4           |   |   |   |
| BID BOND ATTACHED                             | Yes                            | Yes                  |   |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        | n/a                            | n/a                  |   |   |   |
| ADDENDUM - A                                  | Yes                            | Yes                  |   |   |   |
| ADDENDUM - B                                  | Yes                            | Yes                  |   |   |   |
| ADDENDUM - C                                  | Yes                            | Yes                  |   |   |   |
| ADDENDUM - D                                  |                                |                      |   |   |   |
| BID AMOUNT                                    | \$13,333.00                    | \$11,900.00          |   |   |   |

|                             |                      |
|-----------------------------|----------------------|
| Apparent Low Bid Contractor | Intergrated Ineriors |
| Apparent Low Bid Amount     | \$11,900.00          |

004458

7/24/2007 12:39 PM

Bid Pkg 14

1

CM017027



Project:

Bid Opening:

PHASE III BID PACKAGE: Operable Partitions

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**

**July 12, 2007 2:00 P.M.**



|                                               | A                  | B | C | D | E |
|-----------------------------------------------|--------------------|---|---|---|---|
| BIDDER                                        | The Masonry Center |   |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes                |   |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 11306-AAA-4        |   |   |   |   |
| BID BOND ATTACHED                             | Yes                |   |   |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        | n/a                |   |   |   |   |
| ADDENDUM - A                                  | Yes                |   |   |   |   |
| ADDENDUM - B                                  | Yes                |   |   |   |   |
| ADDENDUM - C                                  | Yes                |   |   |   |   |
| ADDENDUM - D                                  |                    |   |   |   |   |
| BID AMOUNT                                    | \$20,840.00        |   |   |   |   |

|                             |                    |
|-----------------------------|--------------------|
| Apparent Low Bid Contractor | The Masonry Center |
| Apparent Low Bid Amount     | \$20,840.00        |

004459

7/24/2007 12:39 PM

Bid Pkg 15

1

CM017028

Project:  
 Bid Opening:  
 PHASE III BID PACKAGE:

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**  
**July 26, 2007 2:00 P.M.**  
Audio/Visual



|                                               | A | B | C | D | E |
|-----------------------------------------------|---|---|---|---|---|
| BIDDER                                        | A |   |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       |   |   |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER |   |   |   |   |   |
| BID BOND ATTACHED                             |   |   |   |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        |   |   |   |   |   |
| ADDENDUM - A                                  |   |   |   |   |   |
| ADDENDUM - B                                  |   |   |   |   |   |
| ADDENDUM - C                                  |   |   |   |   |   |
| ADDENDUM - D                                  |   |   |   |   |   |
| BID AMOUNT                                    |   |   |   |   |   |

|                             |        |
|-----------------------------|--------|
| Apparent Low Bid Contractor | A      |
| Apparent Low Bid Amount     | \$0.00 |

004460

7/24/2007 12:40 PM

Bid Pkg 16

1

CM017029

Project:

Bid Opening:

PHASE III BID PACKAGE: Fire Protection

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**  
**July 12, 2007 2:00 P.M.**



|                                               | A            | B               | C            | D | E |
|-----------------------------------------------|--------------|-----------------|--------------|---|---|
| BIDDER                                        | Debest       | Simplex Grinell | Viking       |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes          | Yes             | Yes          |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 10998-AAA-4  | 11424-AAA-4     | 11056-AA-4   |   |   |
| BID BOND ATTACHED                             | Yes          | Yes             | Yes          |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        | na           | na              | na           |   |   |
| ADDENDUM - A                                  | Yes          | Yes             | Yes          |   |   |
| ADDENDUM - B                                  | Yes          | Yes             | Yes          |   |   |
| ADDENDUM - C                                  | Yes          | Yes             | Yes          |   |   |
| ADDENDUM - D                                  |              |                 |              |   |   |
| BID AMOUNT                                    | \$429,648.00 | \$412,879.00    | \$479,900.00 |   |   |

|                             |                 |
|-----------------------------|-----------------|
| Apparent Low Bid Contractor | Simplex Grinell |
| Apparent Low Bid Amount     | \$412,879.00    |

004461

7/24/2007 12:40 PM

Bid Pkg 17

1

CM017030

Project:

Bid Opening:

PHASE III BID PACKAGE: Plumbing

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**

**July 12, 2007 2:00 P.M.**



|                                               | A               | B              | C              | D            | E |
|-----------------------------------------------|-----------------|----------------|----------------|--------------|---|
| BIDDER                                        | Lacy Mechanical | RM Mechanical  | DeBest Inc     | Buss         |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes             | Yes            | Yes            | Yes          |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 12219-AAA-4     | 11526-AAA-4    | 10998-AAA-4    | 14908-AA-4   |   |
| BID BOND ATTACHED                             | Yes             | Yes            | Yes            | Yes          |   |
| SUBCONTRACTORS LISTED<br>(If required)        | n/a             | n/a            | n/a            | n/a          |   |
| ADDENDUM - A                                  | Yes             | Yes            | Yes            | Yes          |   |
| ADDENDUM - B                                  | Yes             | Yes            | Yes            | Yes          |   |
| ADDENDUM - C                                  | Yes             | Yes            | Yes            | Yes          |   |
| ADDENDUM - D                                  |                 |                |                |              |   |
| BID AMOUNT                                    | \$1,340,100.00  | \$1,258,437.00 | \$1,120,194.00 | \$953,385.00 |   |

|                             |              |
|-----------------------------|--------------|
| Apparent Low Bid Contractor | Buss         |
| Apparent Low Bid Amount     | \$953,385.00 |

004462

7/24/2007 12:40 PM

Bid Pkg 18

1

CM017031

Project:

Bid Opening:

PHASE III BID PACKAGE: HVAC

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**

**July 12, 2007 2:00 P.M.**



|                                               | A                       | B              | C | D | E |
|-----------------------------------------------|-------------------------|----------------|---|---|---|
| BIDDER                                        | Hobson Fabrication Corp | YMC Inc.       |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Hobson Fabrication Corp | YMC Inc.       |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | Yes                     | Yes            |   |   |   |
| BID BOND ATTACHED                             | 10231-AAA-3             | 10777-AA-1-3   |   |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        | Yes                     | Yes            |   |   |   |
| ADDENDUM - A                                  | na                      | na             |   |   |   |
| ADDENDUM - B                                  | Yes                     | Yes            |   |   |   |
| ADDENDUM - C                                  | Yes                     | Yes            |   |   |   |
| ADDENDUM - D                                  | Yes                     | no             |   |   |   |
| BID AMOUNT                                    |                         |                |   |   |   |
|                                               | \$2,060,000.00          | \$2,061,272.00 |   |   |   |
| Apparent Low Bid Contractor                   | Hobson Fabrication Corp |                |   |   |   |
| Apparent Low Bid Amount                       | \$2,060,000.00          |                |   |   |   |

004463

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Bid Pkg 19

1

CM017032

Project:

Bid Opening:

PHASE III BID PACKAGE:

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**

**July 12, 2007 2:00 P.M.**

**Electrical, Low Voltage, Fire Alarm**



|                                               | A              | B                  | C              | D                    | E |
|-----------------------------------------------|----------------|--------------------|----------------|----------------------|---|
| BIDDER                                        | Anderson Wood  | Tri State Electric | Lea Electric   | Northwest Electrical |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       | Yes            | Yes                | Yes            | Yes                  |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER | 10702-AAA-1-3  | 11818-AAA-4        | 14043-AAA-4    | 14621-AAA-4          |   |
| BID BOND ATTACHED                             | Yes            | Yes                | Yes            | Yes                  |   |
| SUBCONTRACTORS LISTED<br>(If required)        | na             | na                 | na             | na                   |   |
| ADDENDUM - A                                  | Yes            | Yes                | Yes            | Yes                  |   |
| ADDENDUM - B                                  | Yes            | Yes                | Yes            | Yes                  |   |
| ADDENDUM - C                                  | Yes            | Yes                | Yes            | Yes                  |   |
| ADDENDUM - D                                  |                |                    |                |                      |   |
| BID AMOUNT                                    | \$2,799,000.00 | \$2,749,895.00     | \$2,767,213.00 | \$2,994,405.00       |   |

|                             |                    |
|-----------------------------|--------------------|
| Apparent Low Bid Contractor | Tri State Electric |
| Apparent Low Bid Amount     | \$2,749,895.00     |

004464

7/24/2007 12:40 PM

Bid Pkg 20

1

CM017033



Project:

Bid Opening:

PHASE III BID PACKAGE: Telecommunications

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**

**July 26, 2007 2:00 P.M.**



|                                               | A | B | C | D | E |
|-----------------------------------------------|---|---|---|---|---|
| BIDDER                                        | A |   |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       |   |   |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER |   |   |   |   |   |
| BID BOND ATTACHED                             |   |   |   |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        |   |   |   |   |   |
| ADDENDUM - A                                  |   |   |   |   |   |
| ADDENDUM - B                                  |   |   |   |   |   |
| ADDENDUM - C                                  |   |   |   |   |   |
| ADDENDUM - D                                  |   |   |   |   |   |
| BID AMOUNT                                    |   |   |   |   |   |

|                             |        |
|-----------------------------|--------|
| Apparent Low Bid Contractor | A      |
| Apparent Low Bid Amount     | \$0.00 |

004465

7/24/2007 12:40 PM

Bid Pkg 21

1

CM017034

Project:

Bid Opening:

PHASE III BID PACKAGE: Security

**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**

**July 26, 2007 2:00 P.M.**



|                                               | A | B | C | D | E |
|-----------------------------------------------|---|---|---|---|---|
| BIDDER                                        | A |   |   |   |   |
| PROPOSAL PROPERLY COMPLETED<br>& SIGNED       |   |   |   |   |   |
| INCLUDED IDAHO PUBLIC WORKS<br>LICENSE NUMBER |   |   |   |   |   |
| BID BOND ATTACHED                             |   |   |   |   |   |
| SUBCONTRACTORS LISTED<br>(If required)        |   |   |   |   |   |
| ADDENDUM - A                                  |   |   |   |   |   |
| ADDENDUM - B                                  |   |   |   |   |   |
| ADDENDUM - C                                  |   |   |   |   |   |
| ADDENDUM - D                                  |   |   |   |   |   |
| BID AMOUNT                                    |   |   |   |   |   |

|                             |        |
|-----------------------------|--------|
| Apparent Low Bid Contractor | A      |
| Apparent Low Bid Amount     | \$0.00 |

004466

7/24/2007 12:40 PM

Bid Pkg 22

1

CM017035



**MERIDIAN CITY HALL PROJECT Phase III T.I. and MEP's**  
**July 12, 2007 2:00 P.M.**  
**Bid Package Summary**

|    | Bid Package                                    | Contractor                | Amount       |
|----|------------------------------------------------|---------------------------|--------------|
| 1  | Handrail and Miscellaneous Metal               | Pacific Steel Fabricators | 70,178.00    |
| 2  | Carpentry                                      | American Wall Covering    | 112,000.00   |
| 3  | Millwork and Cabinetry                         | ICWP                      | 464,000.00   |
| 4  | Interior Storefront and Glazing                | Custom Glass              | 68,678.00    |
| 5  | Caulking                                       | A                         | 0.00         |
| 6  | Doors/Frames/Hardware                          | ABS                       | 277,230.00   |
| 7  | Overhead and Coiling Doors                     | Crawford Door Sales       | 5,590.00     |
| 8  | Drywall, Fireproofing, Acoustical Ceiling Tile | American Wall Coverings   | 1,038,550.00 |
| 9  | Ceramic Tile                                   | Schumacher                | 110,953.00   |
| 10 | Flooring                                       | Deigner Floors            | 182,354.00   |
| 11 | Painting and Wallcoverings                     | Color Craft               | 95,600.00    |
| 12 | Specialties                                    | SBI                       | 110,000.00   |
| 13 | Access Flooring                                | Pac West Interiors        | 528,800.00   |
| 14 | Window Coverings                               | Intergrated Ineriors      | 11,900.00    |
| 15 | Operable Partitions                            | The Masonry Center        | 20,840.00    |
| 16 | Audio/Visual                                   | A                         | 0.00         |
| 17 | Fire Protection                                | Simplex Grinell           | 412,879.00   |
| 18 | Plumbing                                       | Buss                      | 953,385.00   |
| 19 | HVAC                                           | Hobson Fabrication Corp   | 2,060,000.00 |
| 20 | Electrical, Low Voltage, Fire Alarm            | Tri State Electric        | 2,749,895.00 |
| 21 | Telecommunications                             | A                         | 0.00         |
| 22 | Security                                       | A                         | 0.00         |

|                                         |                        |
|-----------------------------------------|------------------------|
| <b>T.I. and MEP's Total Bid Package</b> | <b>\$ 9,272,832.00</b> |
|-----------------------------------------|------------------------|



## Meridian City Hall

Meridian, Idaho  
12-Jul-07



| Fixtures and Equipment                     |                                                       |  | Phase II Bids<br>4/3/2007 | Phase III Bids<br>7/12/2007 |
|--------------------------------------------|-------------------------------------------------------|--|---------------------------|-----------------------------|
| 1                                          | Fixtures & Equipment                                  |  |                           |                             |
| 2                                          | Demountable Walls (Options to \$1.163 Million)        |  | In Total Below            | In Total Below              |
| Soft Costs                                 |                                                       |  | Phase II Bids<br>4/3/2007 | Phase III Bids<br>7/12/2007 |
| 1                                          | City Fees - Preapplication Meeting                    |  |                           |                             |
| 2                                          | City Fees - Conditional Use                           |  |                           |                             |
| 3                                          | City Fees - Plan Check                                |  |                           |                             |
| 4                                          | City Fees - Bldg Permit                               |  |                           |                             |
| 5                                          | City Fees - Water & Sewer Connection                  |  |                           |                             |
| 6                                          | City Fees - Outside/Specialty Consultant Plan Ck      |  |                           |                             |
| 7                                          | ACHD Impact Fees                                      |  |                           |                             |
| 8                                          | Local Fire Department Review                          |  |                           |                             |
| 9                                          | DEQ Plan Review                                       |  |                           |                             |
| 10                                         | Idaho Power                                           |  |                           |                             |
| 11                                         | Union Pacific                                         |  |                           |                             |
| 12                                         | Advertisement for Bids                                |  |                           |                             |
| 13                                         | Soil and Geotechnical Report                          |  |                           |                             |
| 14                                         | Survey Work (Design)                                  |  |                           |                             |
| 15                                         | Bid Document Costs - Reproduction & Postage           |  |                           |                             |
| 16                                         | Bond Counsel                                          |  |                           |                             |
| 17                                         | Bond Rating (Bond Issuance Cost)                      |  |                           |                             |
| 18                                         | Fiscal Agent                                          |  |                           |                             |
| 19                                         | Architectural Programing / Schematic Design           |  |                           |                             |
| 20                                         | Architecural Design Development-Const. Administration |  |                           |                             |
| 21                                         | Architectural Reimbursables                           |  |                           |                             |
| 22                                         | Specialty Consultant-Commissioning Engineer           |  |                           |                             |
| 23                                         | Specialty Consultant-Traffic Study                    |  |                           |                             |
| 24                                         | Specialty Consultant-Misc.                            |  |                           |                             |
| 25                                         | Legal Counsel                                         |  |                           |                             |
| 26                                         | Insurance Costs-Builders Risk                         |  |                           |                             |
| 27                                         | Contingency for Soft Costs                            |  |                           |                             |
| Total Soft Costs                           |                                                       |  |                           |                             |
| Construction Mgmt & Site Acquisition Costs |                                                       |  | Phase II Bids<br>4/3/2007 | Phase III Bids<br>7/12/2007 |
| 1                                          | Bid Phase I - Asbestos & Demolition                   |  | \$426,357                 | \$426,357                   |
| 2                                          | Contaminated Soil Abatement (NTE) 3,500 CY Est        |  | \$290,500                 | \$422,000                   |
| 2a                                         | Contaminated Soils CM FEE                             |  | -                         | \$51,658                    |
| 3                                          | Reimbursables - Construction                          |  | \$279,812                 | \$279,812                   |
| 4                                          | Construction Management Fee                           |  | \$574,000                 | \$574,000                   |
| Total CM & Site Acquisition Cost           |                                                       |  | \$1,570,669               | \$1,753,827                 |
| Construction Costs                         |                                                       |  | Phase II Bids<br>4/3/2007 | Phase III Bids<br>7/12/2007 |
| 1                                          | Bid Phase II - Core & Shell                           |  | \$5,836,369               | \$5,836,369                 |
| 1a                                         | Phase II General Conditions Budget                    |  | \$181,029                 | \$181,029                   |
| 2                                          | Bid Phase III - MEP's & Tenant Improvement            |  | \$9,180,852               | \$9,272,832                 |
| 2a                                         | Phase III General Conditions Budget                   |  | \$181,029                 | \$181,029                   |
| 3                                          | Bid Phase IV - Site & Plaza                           |  | \$1,500,000               | \$1,500,000                 |
| 4                                          | Construction Contingency 5%                           |  | \$825,861                 | \$830,460                   |
| 5                                          | LEED Certification Costs                              |  | -                         | \$205,000                   |
|                                            | Value Engineering                                     |  | -\$800,000                | ?                           |
| Total Construction Cost                    |                                                       |  | \$16,905,140              | \$18,006,719                |
| TOTAL PROJECT COSTS                        |                                                       |  |                           |                             |
| Total Project Cost before Alternates       |                                                       |  | \$0                       | \$0                         |
|                                            |                                                       |  | \$18,475,809              | \$19,760,546                |



## GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

April 9, 2007

Mayor Tammy de Weerd  
Councilman Keith Bird  
Councilman Joseph Borton  
Councilman Charles Rountree  
Councilman David Zaremba  
City of Meridian  
33 E Idaho St  
Meridian, ID 83642

RE: New City Hall Project  
Bid Phase II – Bid Results

Mayor and Council for the City of Meridian:

On April 3, 2007 Phase II—The Cold Shell & Core scopes of work for the new City Hall bid with sealed proposals received by the City Clerk's office until 2:00 P.M. The 25 bids received for the 10 bid packages that comprised the contract documents were then carried to the council chambers where the bids were opened and read aloud in a public bid opening in accordance with IDPW requirements and applicable statutes.

The bid results were tallied by bid package and the original tally sheets and bid documents retained by the City's Purchasing Agent, Mr. Keith Watts. Copies of the bids and a bid package re-cap sheet are included in the three ring binder accompanying this letter. All bids were checked for appropriate and current IDPWC license class, attached bid bond or bid guarantee, current Idaho RCE, acknowledgement of all published pre-bid addenda and a properly filled-out and signed bid form. Any deviations from the requirements were noted on the re-cap sheet and reviewed as a potential disqualifying action for the submitted bid.

The confirmed low responsive bids are as follows:

| Bid Package/Scope of Work                        | Responsive Low Bidder                | \$ Bid Amount         |
|--------------------------------------------------|--------------------------------------|-----------------------|
| 1/ Sitework                                      | MJ's Backhoe & Excavation            | \$ 610,314.00         |
| 2/ Concrete                                      | Sidewalks, LLC                       | \$ 655,595.35         |
| 3/ Masonry *                                     | TMC, Inc.                            | \$1,584,760.00        |
| 4/Steel Fabricate & Erect                        | Rule Steel Tanks, Inc.               | \$1,847,000.00        |
| 5/ NOT USED                                      |                                      |                       |
| 6/Exterior Doors/Frames & Hardware               | Architectural Building Systems, Inc. | \$ 7,820.00           |
| 7/ Exterior Framing, Drywall, & Insulation       | American Wall Cover, Inc.            | \$ 363,287.00         |
| 8/Aluminum Storefronts Curtain wall & Glazing    | Custom Glass, Inc.                   | \$ 295,321.00         |
| 9/Roofing                                        | Western Roofing, Inc.                | \$ 182,990.00         |
| 10/ Elevators **                                 | Schindler Elevator Corp              | \$ 222,100.00         |
| 11/ Moisture Protection & Waterproofing          | SEALCO                               | \$ 67,182.00          |
| <b>Total of Responsive Low Bids for Phase II</b> |                                      | <b>\$5,836,369.00</b> |

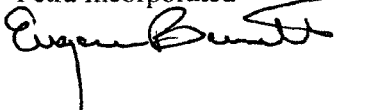
\* The bid form allowed for a bid on an alternate product for the Cast Stone on the building. The bid from TMC, Inc. for the Rock Cast – Cast Stone would result in a cost savings or contract reduction of <\$ 15,680.00>.

\*\* A lower bid by \$1,294.00 was submitted by ThyssenKrupp Elevator, but the product bid does not match the specifications, so the bid was disqualified on the grounds of not being in accordance with the bid documents.

Petra Incorporated, as the Construction Manager of Record, recommends that the City accept and ratify the results of the Phase II Bid Packages for the New Meridian City Hall as being valid and complete.

Best Regards,

Petra Incorporated





## Meridian City Hall

Meridian, Idaho

9-Apr-07



| Fixtures and Equipment                      |                                                       |     |     | Phase II Bids<br>4/3/2007 |
|---------------------------------------------|-------------------------------------------------------|-----|-----|---------------------------|
| 1                                           | Fixtures & Equipment                                  |     |     |                           |
| 2                                           | Demountable Walls (Options to \$1.163 Million)        |     |     | \$465,910                 |
| Soft Costs                                  |                                                       |     |     | Phase II Bids<br>4/3/2007 |
| 1                                           | City Fees - Preapplication Meeting                    |     |     |                           |
| 2                                           | City Fees - Conditional Use                           |     |     |                           |
| 3                                           | City Fees - Plan Check                                |     |     |                           |
| 4                                           | City Fees - Bldg Permit                               |     |     |                           |
| 5                                           | City Fees - Water & Sewer Connection                  |     |     |                           |
| 6                                           | City Fees - Outside/Specialty Consultant Plan Ck      |     |     |                           |
| 7                                           | ACHD Impact Fees                                      |     |     |                           |
| 8                                           | Local Fire Department Review                          |     |     |                           |
| 9                                           | DEQ Plan Review                                       |     |     |                           |
| 10                                          | Idaho Power                                           |     |     |                           |
| 11                                          | Union Pacific                                         |     |     |                           |
| 12                                          | Advertisement for Bids                                |     |     |                           |
| 13                                          | Soil and Geotechnical Report                          |     |     |                           |
| 14                                          | Survey Work (Design)                                  |     |     |                           |
| 15                                          | Bid Document Costs - Reproduction & Postage           |     |     |                           |
| 16                                          | Bond Counsel                                          |     |     |                           |
| 17                                          | Bond Rating (Bond Issuance Cost)                      |     |     |                           |
| 18                                          | Fiscal Agent                                          |     |     |                           |
| 19                                          | Architectural Programing / Schematic Design           |     |     |                           |
| 20                                          | Architecural Design Development-Const. Administration |     |     |                           |
| 21                                          | Architectural Reimbursables                           |     |     |                           |
| 22                                          | Specialty Consultant-Commissioning Engineer           |     |     |                           |
| 23                                          | Specialty Consultant-Traffic Study                    |     |     |                           |
| 24                                          | Specialty Consultant-Misc.                            |     |     |                           |
| 25                                          | Legal Counsel                                         |     |     |                           |
| 26                                          | Insurance Costs-Builders Risk                         |     |     |                           |
| 27                                          | Contingency for Soft Costs                            |     |     |                           |
| Total Soft Costs                            |                                                       |     |     |                           |
| Construction Mgmt & Site Acquisition Cost   |                                                       |     |     | Phase II Bids<br>4/3/2007 |
| 1                                           | Bid Phase I - Asbestos & Demolition                   |     |     | \$426,357                 |
| 2                                           | Contaminated Soil Abatement (NTE) 5,000 CY Est        |     |     | \$415,000                 |
| 3                                           | Reimbursables - Construction                          |     |     | \$279,812                 |
| 4                                           | Construction Management Fee                           |     |     | \$574,000                 |
| Total CM & Site Acquisition Cost            |                                                       |     |     | \$1,695,169               |
| Construction Costs                          |                                                       |     |     | Phase II Bids<br>4/3/2007 |
| 1                                           | Bid Phase II - Core & Shell                           |     |     | \$5,836,369               |
| 2                                           | Bid Phase III - MEP's & Tenant Improvement            |     |     | \$8,714,942               |
| 3                                           | Bid Phase IV - Site & Plaza                           |     |     | \$1,500,000               |
| 4                                           | Construction Contingency 5%                           |     |     | \$802,566                 |
|                                             | Value Engineering                                     |     |     | -\$800,000                |
| Total Construction Cost                     |                                                       |     |     | \$16,053,877              |
| Bid Alternates:                             |                                                       |     |     |                           |
|                                             | Delete Basement                                       |     |     | -\$1,000,000              |
|                                             | Delete South Wing                                     |     |     | -\$800,000                |
|                                             | Raise Building by ~ 4-0                               |     |     | -\$300,000                |
| TOTAL PROJECT COSTS                         |                                                       |     |     |                           |
| Total Project Cost w/FFE, before Alternates |                                                       | \$0 | \$0 | \$18,214,956              |

Z:\ESTIMATES & PROPOSALS\2006\Wes\Meridian City Hall\Project Summary 04-10-07 Presentation

004471  
CM017040





## Meridian City Hall

Meridian, Idaho

9-Apr-07



| Fixtures and Equipment                      |                                                       |     | Phase II Bids<br>4/3/2007 |
|---------------------------------------------|-------------------------------------------------------|-----|---------------------------|
| 1                                           | Fixtures & Equipment                                  |     |                           |
| 2                                           | Demountable Walls (Options to \$1.163 Million)        |     | \$465,910                 |
| Soft Costs                                  |                                                       |     | Phase II Bids<br>4/3/2007 |
| 1                                           | City Fees - Preapplication Meeting                    |     |                           |
| 2                                           | City Fees - Conditional Use                           |     |                           |
| 3                                           | City Fees - Plan Check                                |     |                           |
| 4                                           | City Fees - Bldg Permit                               |     |                           |
| 5                                           | City Fees - Water & Sewer Connection                  |     |                           |
| 6                                           | City Fees - Outside/Specialty Consultant Plan Ck      |     |                           |
| 7                                           | ACHD Impact Fees                                      |     |                           |
| 8                                           | Local Fire Department Review                          |     |                           |
| 9                                           | DEQ Plan Review                                       |     |                           |
| 10                                          | Idaho Power                                           |     |                           |
| 11                                          | Union Pacific                                         |     |                           |
| 12                                          | Advertisement for Bids                                |     |                           |
| 13                                          | Soil and Geotechnical Report                          |     |                           |
| 14                                          | Survey Work (Design)                                  |     |                           |
| 15                                          | Bid Document Costs - Reproduction & Postage           |     |                           |
| 16                                          | Bond Counsel                                          |     |                           |
| 17                                          | Bond Rating (Bond Issuance Cost)                      |     |                           |
| 18                                          | Fiscal Agent                                          |     |                           |
| 19                                          | Architectural Programing / Schematic Design           |     |                           |
| 20                                          | Architecural Design Development-Const. Administration |     |                           |
| 21                                          | Architectural Reimbursables                           |     |                           |
| 22                                          | Specialty Consultant-Commissioning Engineer           |     |                           |
| 23                                          | Specialty Consultant-Traffic Study                    |     |                           |
| 24                                          | Specialty Consultant-Misc.                            |     |                           |
| 25                                          | Legal Counsel                                         |     |                           |
| 26                                          | Insurance Costs-Builders Risk                         |     |                           |
| 27                                          | Contingency for Soft Costs                            |     |                           |
| Total Soft Costs                            |                                                       |     |                           |
| Construction Mgmt & Site Acquisition Cost   |                                                       |     | Phase II Bids<br>4/3/2007 |
| 1                                           | Bid Phase I - Asbestos & Demolition                   |     | \$426,357                 |
| 2                                           | Contaminated Soil Abatement (NTE) 5,000 CY Est        |     | \$415,000                 |
| 3                                           | Reimbursables - Construction                          |     | \$279,812                 |
| 4                                           | Construction Management Fee                           |     | \$574,000                 |
| Total CM & Site Acquisition Cost            |                                                       |     | \$1,695,169               |
| Construction Costs                          |                                                       |     | Phase II Bids<br>4/3/2007 |
| 1                                           | Bid Phase II - Core & Shell                           |     | \$5,836,369               |
| 2                                           | Bid Phase III - MEP's & Tenant Improvement            |     | \$8,714,942               |
| 3                                           | Bid Phase IV - Site & Plaza                           |     | \$1,500,000               |
| 4                                           | Construction Contingency 5%                           |     | \$802,566                 |
|                                             | Value Engineering                                     |     | -\$800,000                |
| Total Construction Cost                     |                                                       |     | \$16,053,877              |
| Bid Alternates:                             |                                                       |     |                           |
|                                             | Delete Basement                                       |     | -\$1,000,000              |
|                                             | Delete South Wing                                     |     | -\$800,000                |
|                                             | Raise Building by ~ 4-0                               |     | -\$300,000                |
| TOTAL PROJECT COSTS                         |                                                       |     |                           |
| Total Project Cost w/FFE, before Alternates |                                                       | \$0 | \$0                       |
|                                             |                                                       |     | \$18,214,956              |

Z:\ESTIMATES & PROPOSALS\2006\Wes\Meridian City Hall\Project Summary 04-10-07 Presentation

004472  
CM017041



9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4300 • FAX: (208) 323-4507

## CONTRACT PHASE I

### ASBESTOS ABATEMENT AND DEMOLITION MERIDIAN CITY HALL

#### General Description

This bid package covers asbestos abatement and demolition work of existing structures.

#### Dates

Bid October 5, 2007.

#### Bid Packages

BP #1 – Asbestos Abatement  
BP #2 – Demolition

#### Status:

Work on both packages started 10-30-06.

Work 98% complete as of 01-10-07.

Remaining work consists of removal of a sanitary sewer line and manholes that is currently live and a 100 pr. live Qwest Communications line as of 1-10-07.

Qwest Communications has been notified of their need to relocate their line in conduit provided along with the Idaho Power relocation.

The sewer line has not been removed at this time so as to not cause the City additional cost with pumping a temporary holding vault, until the site work is scheduled to start on the site. At that time the Demolition Contractor will re-mobilize on site and complete the work.



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**CONTRACT PHASE II  
SITE UTILITIES & BUILDING SHELL  
MERIDIAN CITY HALL**

**General Description**

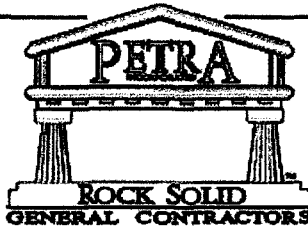
This bid package covers the excavation, foundation, basement walls, and building shell through roofing. This does not cover MEP's.

**Release and Bid Date**

This package is scheduled to be released for bid on 3/1/07 with a bid date of 3/27/07.

**Bid Packages**

- BP #1 – Dewatering, Excavation, Backfill & Site Utilities
- BP #2 – Concrete
- BP #3 – Masonry & Stone
- BP #4 - Steel & Steel Erection
- BP #5 - Carpentry
- BP #6 - Doors
- BP #7 – Exterior Curtain Wall System & Shafts
- BP #8 – Storefront & Glazing
- BP #9 – Roofing & Sheetmetal
- BP #10 – Elevator
- BP #11 – Dock Equipment



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**CONTRACT PHASE III  
BUILDING FINISHES & MEP'S  
MERIDIAN CITY HALL**

**General Description**

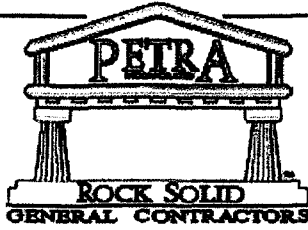
This bid package covers the building finishes and mechanical, electrical, plumbing, fire protection.

**Release and Bid Date**

This package is scheduled to be released for bid on 4/3/07 with a bid date of 5/15/07.

**Bid Packages**

- BP #1 – Handrail and Misc. Metal
- BP #2 – Carpentry
- BP #3 – Millwork & Cabinetry
- BP #4 - Insulation
- BP #5 - Caulking
- BP #6 – Doors, Frames & Hardware
- BP #7 – Overhead & Coiling Doors
- BP #8 – Drywall, Fire Proofing, Acoustical Ceiling Tile
- BP #9 – Ceramic Tile & Granite
- BP #10 – Flooring
- BP #11 – Painting & Wallcoverings
- BP #12 – Specialties
- BP #13 – Access Flooring
- BP #14 – Window Coverings
- BP #15 – Operable Partitions
- BP #16 – Audio / Visual
- BP #17 – Fire Protection
- BP #18 – Plumbing
- BP #19 – HVAC
- BP #20 – Electrical, Low Voltage, Fire Alarm, Voice/Data



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**CONTRACT PHASE IV  
LANDSCAPING & PLAZA  
MERIDIAN CITY HALL**

General Description

This bid package covers the exterior landscaping and finished plaza.

Release and Bid Date

This package is scheduled to be released for bid on 5/15/07 with a bid date of 6/12/07.

Bid Packages

- BP #1 – Asphalt, Final Grading & Topsoil
- BP #2 – Exterior Concrete
- BP #3 - Fencing
- BP #4 – Landscaping
- BP #5 - Masonry
- BP #6 - Steel
- BP #7 – Roofing
- BP #8 – Doors, Frames, and Hardware
- BP #9 – Painting
- BP #10 – Specialties
- BP #11 – Plumbing
- BP #12– Electrical

**CM ESTIMATED  
GENERAL CONDITIONS &  
PROCUREMENT  
REQUIREMENTS**

**PROJECT  
CONTRACTOR  
COORDINATION  
METHODS & PROCEDURES**





9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

## CITY OF MERIDIAN CITY HALL PROJECT

### PROJECT CONTRACTOR COORDINATION, METHODS & PROCEDURES

Petra Incorporated utilizes Expedition Project Management software by Primavera. This is the premier project management software for construction and engineering applications and is also used by the Project Management Institute in its Project Management training and by manufacturing firms as well for document and process tracking and control of projects and processes.

Petra Incorporated, as the Construction Manager, will be tracking the City Hall project utilizing the document control data base that is a part of Expedition. By entering this information into the Expedition data base, accounting for and tracking the progress of issues, letters, submittals, samples and contract action is made uniform and virtually inarguable. Some of the forms will utilized during this project follow in this section of the CMP. A brief description and use of the enclosed forms follows.

One of the repeated themes of the CMP is also one of the keys to the successful management of a construction project and that key is communication. The forms of communication that have been discussed include the project bid documents, the contract documents and schedule, and the correspondence providing direction to the Contractors and the City. Coordinating the various trades, material deliveries and daily progress requires attention to detail and that starts with communication both internally and externally.

**Daily Field Report:** Internal contractor coordination and communication starts with the daily field report that is filled out by the Project Superintendent. This is the "live report" on what trades and how many workmen are on site each day and what materials are delivered to help each trade meet their contracted delivery schedule. The daily reports are kept filed in chronological order and become the living history of the project activity from the beginning to the end of the project. Copies are sent to the Petra Office project file and the originals are kept on site for the duration of the project for ease of reference.

**Transmittal:** A transmittal is attached to all transfers of contractual nature such as plans, specifications, samples, mock-ups, schedules or other documents (except for direct letters, memos, e-mails) between Petra and all team members, bidders, vendors or other parties to document and track these actions for everyone's benefit. Copies of transmittals will be distributed to the City and the Architect regarding all milestone events and copies of all transmittals, numbered sequentially will be kept on file in the Project Office and at the Petra office in the project file.

**Request for Information (RFI):** A RFI is part of the communication plan to document and track questions, comments and details from bidding and contracted parties to the project to record the interpretation of the contract documents and memorialize the answers for the record for the duration of the project. The original RFI and the response RFI are kept together filed in the Project Office and at the Petra office in the project file. Copies of the original and response RFI's are also

**Bulletin:** A bulletin is a general communication tool that can be specific to one contractor or broadcast to several or all of the contractors on the site. A bulletin does not require recipient response, but does become part of the project documentation memorializing conversations, on site meetings, comments from an inspector or the City regarding a scope of work or work in place and records this information within the project log. This helps the City and Construction Manager better track directives and on site comments, and better manage selective memory loss.

**Change In Condition (CIC):** A Change in Condition is typically issued from the Construction Manager to a Contractor or the Design Team to document a change on site during the course of construction that differs from the contract documents. This is to help all parties remember when this issue was first documented, what direction is given and by whom in the best interest of the project. This can lead to the establishment of force accounts to keep work moving forward on an approved time and material basis or stop work due to a material change that will render the existing design or contracts for the work impractical, unsafe or otherwise untenable.

**Notice to Proceed (NTP):** A Notice to Proceed is a contractual document that may be used by the Construction Manager, with permission of the City, to authorize the start of a bid scope of work under specific conditions and liability to the City no greater than that covered by the City's contract, while waiting for the official City contract document to be released for execution. A NTP may also be used to start or extend a scope of work to further identify an unforeseen condition or CIC that requires additional work, outside of the contracted scope of work, to fully understand the impact to the contracted work. The NTP should always state the specific monetary liability assumed by the City for this work, to avoid all claims against the original contracted scope of work.

**Change Sketches:** A Change Sketches form with explanation may be used to in conjunction with or in lieu of a transmittal to offer information regarding clarification of the contract documents to a Contractor from the Design Team or from a Contractor in the field to the Design Team to clarify existing conditions for further review and solution to avoid work stoppages or slow downs due to the work not being consistent with the intent of the design. A Change Sketches being issued does not automatically mean that a change order is pending, but does help to track the specifics of an issue and could become a change in condition that may be outside of the contractual scope of work definitions.

**Non-Compliance Notice:** A Non-Compliance Notice is a formal step in the quality control and contract management of a project. Typically it is utilized to notify a Contractor or Vendor that a scope of work or delivered material does not comply with the contract documents and must be removed, replaced or modified in accordance with specific criteria in a stated time frame to be within the contracted scope of work and avoid further contract action. A Non-Compliance Notice may also be used to notify a Contractor, the Design Team, the CM or the City that they have failed to meet a specific milestone of the contract and note what agreed corrective action will be taken to bring the contract out of non-compliance.

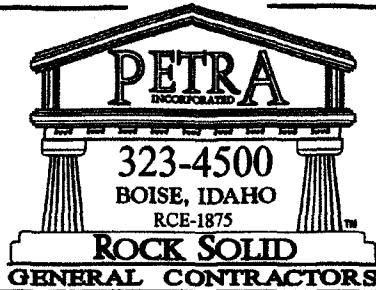
**Correspondence Logs:** Expedition is set-up to automatically or manually track the receipt or transmittal of correspondence that is directly related to the contract. At any time during the course of the project all correspondence generated or received can be identified by date, sender, and specification section. This is especially useful on large, complex design build projects to memorialize all of the discussions relating to scopes of work that are constantly making material changes to address the performance requirements.

**Meeting Minutes:** The meeting minutes are one of the key communication and coordination tools for the management of a project. Weekly progress meetings will be held and attended by the field supervisors for all contracted parties on site or scheduled to be on site in the next two week period to coordinate the work in progress. This meeting discusses the contract schedule and what work is necessary to maintain the schedule, individual contractor staffing, any details that are not clear in the contract documents that require Design Team response, on site safety issues and alerts, material shipment status and/or packages, as well as good and bad events over the past week. The purpose of the meeting is to provide clarity and direction to

the project and create a team effort atmosphere so that all Contractors are working together as a single team. The minutes from these meetings are recorded, memorialized and distributed to all attendees along with notice of specific items on the minutes that may require action or response from their company.

Once a month, just prior to the submittal of the monthly pay application, the weekly progress meeting becomes the Monthly Progress Meeting. Each Contractor on site is asked to have a representative on site to address their work in progress application for payment during a formal site inspection. At times this meeting and inspection may be held in conjunction with the Architect and City's inspection and at other times it will occur just prior to the City's inspection. Meeting Minutes will also be distributed after these inspection visits and may also include Non-Compliance Notices, Change Sketches, Change In Conditions or other directives as required to maintain project quality, limit claims exposure and manage change order requests.

**Other Documents for Coordination and Management:** As noted in the communications plan and the Claims and Change Order Management Plan, there are specific documents that are to be issued and logged into the project for managing the flow of the work and the flow of the associated paperwork generated by the Project. These include Change Order Requests, Proposed Change Orders, and Change Orders that are specific to the management of changes to the contracted scope of work. The Submittal Log and Submittal Transmittals are specific to the receipt, forwarding and tracking of the approval process for the materials and components that go into the project to insure that the City is receiving the best value for their construction dollar. This further shows how inter-related the communications, schedule management, change & claims management and the contractor coordination plans are as greater part of the Construction Management Plan.



TRANSMITTAL  
No. 00012

9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**PROJECT:** Meridian City Hall  
**TO:** City of Meridian  
33 E Idaho Avenue  
Meridian, ID 83642  
**ATTN:** Keith Watts

**DATE:** 1/19/2007  
**REF:** Demo  
**PHONE:** 888.4433  
**FAX:** 887.4813  
**CELL:** 631.6469

| WE ARE SENDING:                         | SUBMITTED FOR:                               | ACTION TAKEN:                                     |
|-----------------------------------------|----------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Shop Drawings  | <input type="checkbox"/> Approval            | <input type="checkbox"/> Approved as Submitted    |
| <input type="checkbox"/> Letter         | <input type="checkbox"/> Your Use            | <input type="checkbox"/> Approved as Noted        |
| <input type="checkbox"/> Prints         | <input type="checkbox"/> As Requested        | <input type="checkbox"/> Returned After Loan      |
| <input type="checkbox"/> Change Order   | <input type="checkbox"/> Review and Comment  | <input type="checkbox"/> Resubmit                 |
| <input type="checkbox"/> Plans          |                                              | <input type="checkbox"/> Submit                   |
| <input type="checkbox"/> Samples        | <b>SENT VIA:</b>                             | <input type="checkbox"/> Returned                 |
| <input type="checkbox"/> Specifications | <input type="checkbox"/> Attached            | <input type="checkbox"/> Returned for Corrections |
| <input type="checkbox"/> Other:         | <input type="checkbox"/> Separate Cover Via: | <input type="checkbox"/> Due Date:                |

Remarks:

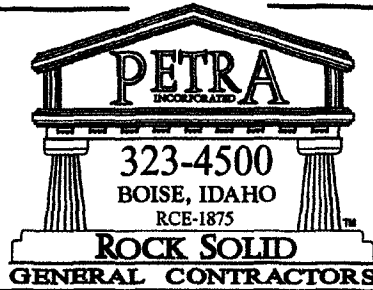
CC:

Signed: \_\_\_\_\_  
Wes Bettis

Expedition®

This Communication contains proprietary business information and may contain confidential information. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately destroy, discard, or erase this information.

004482  
CM017051



**REQUEST FOR INFORMATION**  
**No. 00001**

9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**TITLE:** Demo  
**PROJECT:** Meridian City Hall  
**TO:** Attn: Keith Watts  
City of Meridian  
33 E Idaho Avenue  
Meridian, ID 83642  
Phone: 888.4433 Fax: 887.4813

**DATE:** 1/19/2007  
**JOB:** 060675

**STARTED:**  
**COMPLETED:**  
**REQUIRED:** 1/26/2007

**REQUEST:**

**Requested By:** Petra Incorporated

**Signed:** \_\_\_\_\_

Wes Bettis

**Date:** \_\_\_\_\_

**ANSWER:**

**Answered By:** City of Meridian

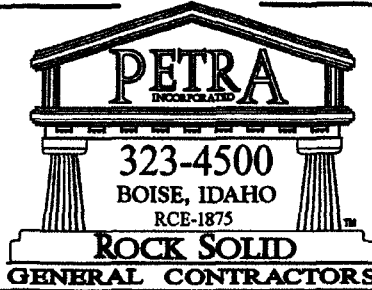
**Signed:** \_\_\_\_\_

Keith Watts

**Date:** \_\_\_\_\_

1 of 1

004480  
CNO17052



**BULLETIN**  
**No. 00001**

9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**TITLE:** Demo

**DATE:** 1/19/2007

**PROJECT:** Meridian City Hall

**JOB:** 060675

**TO:** Attn: Keith Watts  
City of Meridian  
33 E Idaho Avenue  
Meridian , ID 83642  
Phone: 888.4433 Fax: 887.4813

**STARTED:**

**COMPLETED:**

**REQUIRED:** 1/26/2007

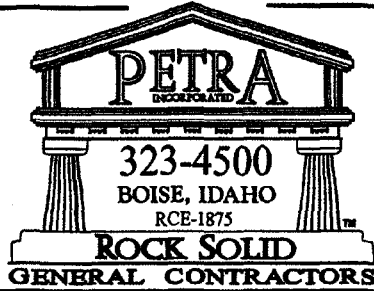
**REMARKS:**

**Reported By:** Petra Incorporated

**Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_  
Wes Bettis

004484  
CM017053



**CHANGE IN CONDITION**  
**No. 00001**

9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**TITLE:** Demo

**DATE:** 1/19/2007

**PROJECT:** Meridian City Hall

**JOB:** 060675

**TO:** Attn: Keith Watts  
City of Meridian  
33 E Idaho Avenue  
Meridian, ID 83642  
Phone: 888.4433 Fax: 887.4813

**STARTED:**

**COMPLETED:**

**REQUIRED:** 1/26/2007

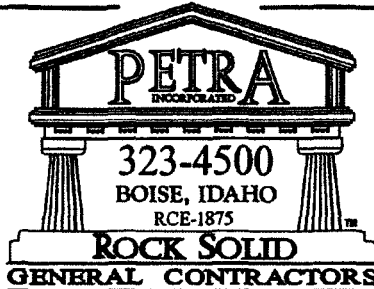
**REMARKS:**

**Reported By:** Petra Incorporated

**Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_  
Wes Bettis





**NOTICE TO PROCEED**  
**No. 00001**

9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**TITLE:** Demo  
**PROJECT:** Meridian City Hall  
**TO:** Attn: Keith Watts  
City of Meridian  
33 E Idaho Avenue  
Meridian, ID 83642  
Phone: 888.4433 Fax: 887.4813

**DATE:** 1/19/2007  
**JOB:** 060675

**The Following is Authorization to Proceed with the following described Work, subject to the terms on this page, the Value of which shall not exceed:**

**REMARKS:**

1. It is the intent of Subcontractor and Petra, Inc. to enter into a formal Agreement for performance by Subcontractor of services for this Project (the "Work"). Subcontractor acknowledges that it is aware of and agrees to comply with the requirements and provisions that will be incorporated into such formal Agreement, and that this Authorization to Proceed is executed solely to expedite the Work for the duration set forth.
2. Subcontractor agrees to comply with the following insurance requirements:  
Subcontractor will provide Certificates of Insurance to Petra, Inc. before entering the Project site, or proceeding with any Work.
3. Subcontractor agrees that should a formal Agreement not be entered into for any reason, Subcontractor, upon notification, will terminate the Work, and vacate the Project Site. Subcontractor agrees that Petra, Inc. may, in its sole discretion, terminate the Work, and vacate the Project Site. Subcontractor agrees that Petra, Inc. may, in its sole discretion, terminate this Authorization to Proceed at any time. In the event of a termination, Subcontractor agrees it will be reimbursed only for actual direct costs incurred to the date of termination, plus overhead and profit markup of 0 %
4. During the performance of the Work as provided for in this Authorization to Proceed, Subcontractor shall indemnify, defend and hold harmless Petra, Inc. and its owners, officers, directors, agents and employees against any claims, losses and expenses (including, but not limited to, attorney fees and costs), arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the Subcontractor, any of Subcontractor's sub-subcontractors, or anyone for whose acts any of them may be liable.

**Authorized By:**

**Petra, Incorporated**

**Signed:** \_\_\_\_\_  
Authorized Signature

**Date:** \_\_\_\_\_

Expedition ®

**Subcontractor**

**Signed:** \_\_\_\_\_  
Authorized Signature

**Date:** \_\_\_\_\_

004486  
CM017055

# Petra Incorporated

**CHANGE SKETCHES**

**No. 00001**

9056 W. Blackeagle Dr.  
Boise, Idaho 83709

**Phone:** 208-323-4500  
**Fax:** 208-323-4507

**TITLE:** Demo

**DATE:** 1/19/2007

**PROJECT:** Meridian City Hall

**JOB:** 060675

**TO:** Attn: Keith Watts  
City of Meridian  
33 E Idaho Avenue  
Meridian, ID 83642  
Phone: 888.4433 Fax: 887.4813

**STARTED:**

**COMPLETED:**

**REQUIRED:** 1/26/2007

**REMARKS:**

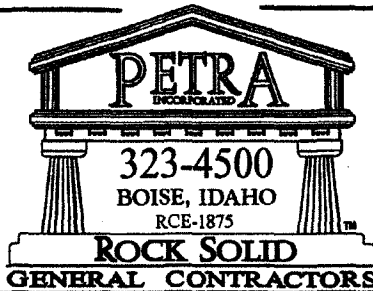
**Reported By:** Petra Incorporated

**Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_  
Wes Bettis

Expedition®

004487  
CM017056



# NON-COMPLIANCE NOTICE

No. 00001

9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**TITLE:** Demo  
**PROJECT:** Meridian City Hall  
**TO:** Attn: Keith Watts  
City of Meridian  
33 E Idaho Avenue  
Meridian, ID 83642  
Phone: 888.4433 Fax: 887.4813

**DATE:** 1/19/2007

**JOB:** 060675

**STARTED:**

**COMPLETED:**

**REQUIRED:** 1/26/2007

## DESCRIPTION:

## CORRECTIVE ACTION:

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Petra Incorporated

9056 W. Blackeagle Dr.  
Boise, Idaho 83709

Phone: 208-323-4500  
Fax: 208-323-4507

## CORRESPONDENCE SENT

LOG NO: 00001

Manually Entered: YES BY: WB

PROJECT: Meridian City Hall

JOB: 060675

TO: CITYMER KWT

SENT: 1/19/2007

FROM: PETRA WB

TIME: 5:00

SUBJECT: Demo

RESPONDED:

## SOURCE DOCUMENT

TYPE: NUMBER:

DATE:

SPEC SECTION:

STATUS:

DESCRIPTION:

COST: \$0.00

REMARKS

# Petra Incorporated

9056 W. Blackeagle Dr.  
Boise, Idaho 83709

Phone: 208-323-4500  
Fax: 208-323-4507

## CORRESPONDENCE RECEIVED

LOG NO: 00001

Manually Entered: YES BY: WB

PROJECT: Meridian City Hall

JOB: 060675

TO: PETRA WB

RECEIVED: 1/19/2007

FROM: CITYMER KWI

TIME: 5:02

SUBJECT: Demo

RESPONDED:

### SOURCE DOCUMENT

TYPE: ADD NUMBER:

DATE:

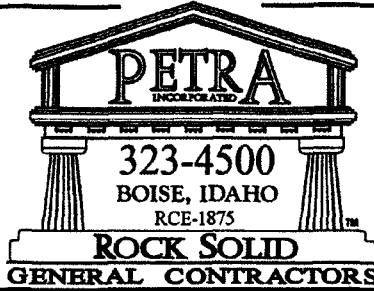
SPEC SECTION:

STATUS:

DESCRIPTION:

COST: \$0.00

REMARKS



**MEETING MINUTES**

**No. 00004**

Page 1 of 1

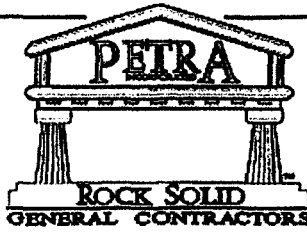
9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**PROJECT TITLE:** Meridian City Hall  
**LOCATION:**

**MEETING DATE:** 1/19/2007  
**SUBJECT:** Demo

# CLAIMS AND CHANGE ORDER MANAGEMENT





9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

## CITY OF MERIDIAN CITY HALL PROJECT

### CLAIMS AND CHANGE ORDER MANAGEMENT

Change Order Management and Claims requires diligence on the part of the City, the Design Team and the Construction Manager beginning at the conceptual design phase. In fact, attention to detail and definition at each phase of the project is the best way to minimize claims against the contract for additional costs after the successful bidders are awarded contracts.

Claims avoidance starts with the conceptual design stage with the Design Team and the Construction Manager listening to the City and defining the expectations of the finished product in a format that all of the team understands. This repetitive, re-stating of the perceived expectations helps to set the tone for the design details that will become the basis for the conceptual and preliminary budgets and drive the construction documents phase.

During the construction documents phase the Design Team and Construction Manager begin formal communication to document the design details, as well as the discussions on the most cost effective and efficient way to construct the project. This team approach in interaction with the City is intended to not only reinforce the understanding of the City's expectations with the entire team, but also to identify areas of ambiguity that could lead to post bid claims and change order requests. These can then be addressed prior to and during the bidding process to minimize the opportunity for claims against the design and the actual construction conditions.

Occasionally site conditions, field inspection code interpretation or even a change in design driven by the Owner's request, in this case the City, may need to be addressed with one or several project participants. This does not automatically mean that any of the Contractors or Suppliers is entitled to an increase in their contract value or additional time in their contract schedule. To control this, the Construction Manager first identifies the issue, reviews the contract documents, discusses this issue with the Design Team and the Owner and documents the process from inception to completion.

This documentation includes the project management protocol of utilizing Requests for Information (RFI), Requests for Proposal (RFP), Change Order Requests (COR) and Proposed Change Orders (PCO), before any Change Order is published and executed. During each step of this process the justification for any requested change must be detailed with reference to the contract documents (drawings, specifications, pre-construction field reports, etc.), reason for the change in conditions or scope of work, detailed quantities of materials, labor and equipment and their associated costs, and impact on the contract schedule. Only after reviewing all of this information and confirming that a claim may be legitimate or necessary will the Construction Manager present a change order request

or proposed change order with a recommendation for action and ask the City to make their decision to accept, reject or send back for additional information.

If a decision to approve a requested change is delivered by the City, a formal change order is issued with the full detail of the change in material, equipment, labor and schedule impact and fully executed prior to any payment for the additional work being authorized. If the decision from the City is a rejection or request for additional information the appropriate documentation will be transmitted to the claimant along with the justification for the decision and the direction to continue work without delay.

If unforeseen conditions are encountered without the benefit of knowing the full extent of the work, (such as contaminated soil that needs to be removed and replaced with engineered fill) the Construction Manager may recommend to the City that a "force account" be established and the actual additional work tracked on a unit basis, and the Contractor compensated for the actual unit of work completed at a negotiated per unit cost. All force account work will be verified by the Construction Manager's personnel, with the appropriate corresponding documentation such as load tickets, visual inspection and if necessary measured and quantified by a third party to insure proper compensation is made to the affected Contractor.

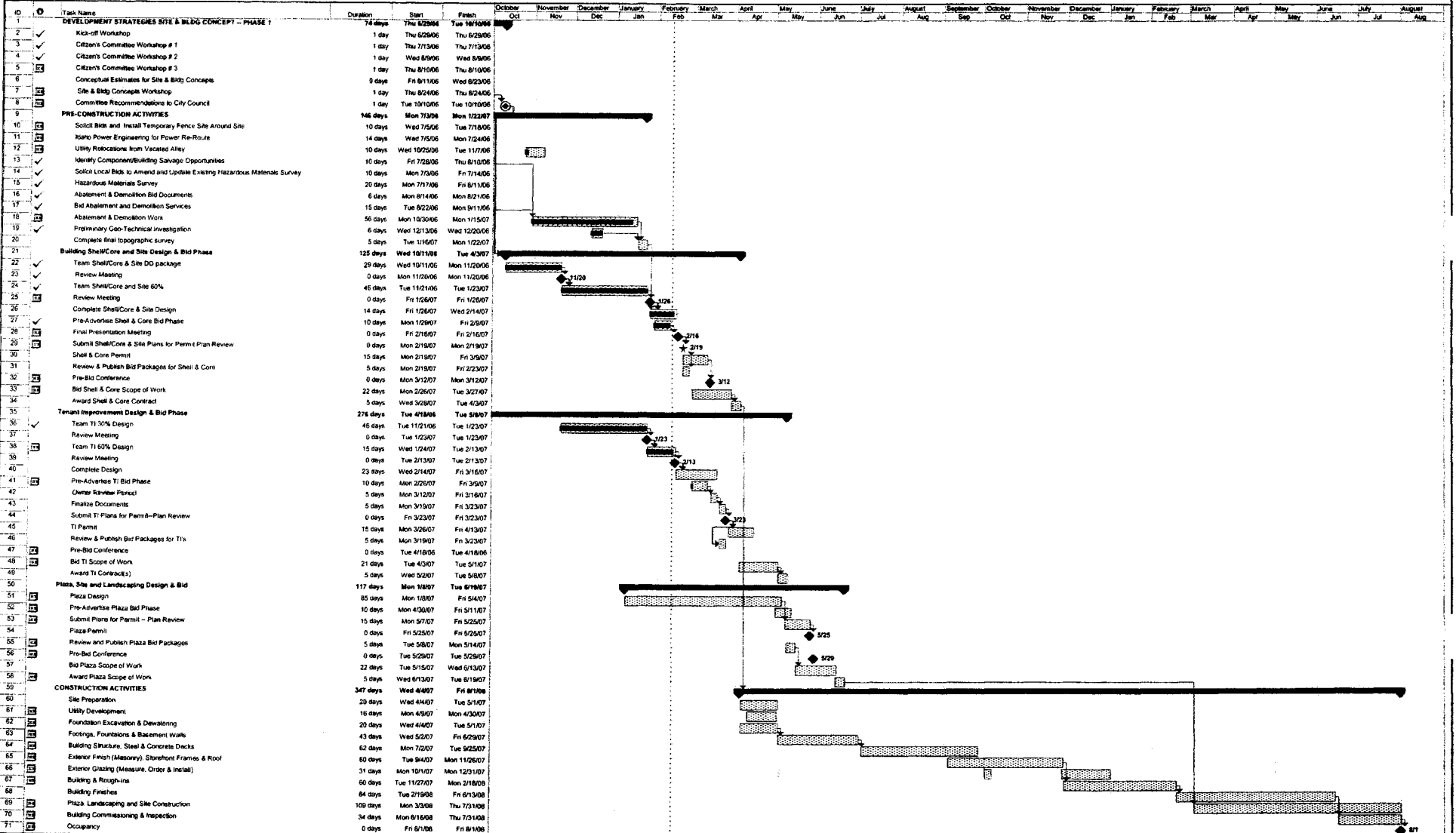
In all matters regarding claims and change requests, each request will be documented and addressed quickly to avoid delays in the schedule that could impact the project schedule and to protect the City against latent claims after the project is complete.

# PROJECT SCHEDULING

- I.) CONCEPTUAL SCHEDULE
  - II.) CONSTRUCTION SCHEDULE
- BY PHASE

Section IV

MERIDIAN CITY HALL  
CONCEPTUAL DESIGN & DEVELOPMENT SCHEDULE  
TEAM LCA-PETRA



Project: City Hall Conceptual Construction  
Date: Sun 2/11/07  
City Hall Conceptual Construction Schedule 02-12-07 Ver 1.0



9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

## CITY OF MERIDIAN CITY HALL PROJECT

### SCHEDULE AND SCHEDULE MANAGEMENT

Management of the City Hall project will include a construction schedule that is created and updated in Microsoft Project software. The schedule that is included in this Construction Management Plan is a conceptual timeline for the organization and implementation of the design, bidding and construction of the City Hall project. It is an expansion of the schedule that has been followed through the preliminary design phase of the project and will continue to expand as the details the work is released for bid and schedule commitments made with the successful contractors.

Once schedule commitments with Contractors are in place, an updated construction schedule will be published as the baseline for each phase of the construction. This schedule will be updated and distributed once a month at or just prior to the monthly progress meeting and Architect's inspection to status job progress for the entire project team.

The Construction Manager and Project Superintendent will be developing and publishing "micro-schedules" in the form of "Two Week Look Ahead" schedules for the weekly construction team progress meetings and developing "what if" analysis schedules of specific inter-related scopes of work. While these are important management tools, they are not contract schedules.

The Construction Schedule is a representation of a plan to sequence and complete the work in accordance with the contract design and is subject to both positive and negative adjustments due to weather, site conditions, design modifications, material availability, and code inspection interpretation. Any and all of these influences will be noted and tracked on the schedule to not only keep all the project participants up to date on progress and scope of work completion commitments, but also to assist in maintaining an organized and efficient project and avoid change order claims due to lack of planning and preparation.

# CONCEPTUAL SCHEDULE

| Task Name                                                                  | Duration | Start        | Finish       |
|----------------------------------------------------------------------------|----------|--------------|--------------|
| <b>DEVELOPMENT STRATEGIES MTE &amp; BLDG CONCEPT - PHASE 1</b>             |          |              |              |
| Kick-off Workshop                                                          | 74 days  | Thu 8/29/06  | Tue 10/10/06 |
| Citizen's Committee Workshop # 1                                           | 1 day    | Thu 8/29/06  | Thu 8/29/06  |
| Citizen's Committee Workshop # 2                                           | 1 day    | Thu 9/13/06  | Thu 9/13/06  |
| Citizen's Committee Workshop # 3                                           | 1 day    | Wed 8/9/06   | Wed 8/9/06   |
| Conceptual Estimates for Site & Bldg Concepts                              | 9 days   | Fri 8/11/06  | Wed 8/23/06  |
| Site & Bldg Concepts Workshop                                              | 1 day    | Thu 8/24/06  | Thu 8/24/06  |
| Committee Recommendations to City Council                                  | 1 day    | Tue 10/10/06 | Tue 10/10/06 |
| <b>PRE-CONSTRUCTION ACTIVITIES</b>                                         |          |              |              |
| Solicit Bids and Install Temporary Fence Site Around Site                  | 10 days  | Wed 7/5/06   | Tue 7/18/06  |
| Idaho Power Engineering for Power Re-Route                                 | 14 days  | Wed 7/5/06   | Mon 7/24/06  |
| Utility Relocators from Vacated Alley                                      | 10 days  | Wed 10/25/06 | Tue 11/7/06  |
| Identify Component/Building Salvage Opportunities                          | 10 days  | Fri 7/28/06  | Thu 8/10/06  |
| Solicit Local Bids to Amend and Update Existing Hazardous Materials Survey | 10 days  | Mon 7/3/06   | Fri 7/14/06  |
| Hazardous Materials Survey                                                 | 20 days  | Mon 7/17/06  | Fri 8/11/06  |
| Abatement & Demolition Bid Documents                                       | 6 days   | Mon 8/14/06  | Mon 8/21/06  |
| Bid Abatement and Demolition Services                                      | 15 days  | Tue 8/22/06  | Mon 9/11/06  |
| Abatement & Demolition Work                                                | 56 days  | Mon 10/30/06 | Mon 1/15/07  |
| Preliminary Geo-Technical Investigation                                    | 6 days   | Wed 12/13/06 | Wed 12/20/06 |
| Complete final topographic survey                                          | 5 days   | Tue 1/16/07  | Mon 1/22/07  |
| <b>Building Shell/Core and Site Design &amp; Bid Phase</b>                 |          |              |              |
| Team Shell/Core & Site DD package                                          | 29 days  | Wed 10/11/06 | Mon 11/20/06 |
| Review Meeting                                                             | 0 days   | Mon 11/20/06 | Mon 11/20/06 |
| Team Shell/Core and Site 60%                                               | 48 days  | Tue 11/21/06 | Thu 1/25/07  |
| Review Meeting                                                             | 0 days   | Fri 1/26/07  | Fri 1/26/07  |
| Complete Shell/Core & Site Design                                          | 14 days  | Fri 1/26/07  | Wed 2/14/07  |
| Pre-Advertise Shell & Core Bid Phase                                       | 10 days  | Mon 1/29/07  | Fri 2/9/07   |
| Final Presentation Meeting                                                 | 0 days   | Fri 2/16/07  | Fri 2/16/07  |
| Submit Shell/Core & Site Plans for Permit Plan Review                      | 0 days   | Mon 2/19/07  | Mon 2/19/07  |
| Shell & Core Permit                                                        | 15 days  | Mon 2/19/07  | Fri 3/9/07   |
| Review & Publish Bid Packages for Shell & Core                             | 5 days   | Mon 2/19/07  | Fri 3/23/07  |
| Pre-Bid Conference                                                         | 0 days   | Mon 3/12/07  | Mon 3/12/07  |
| Bid Shell & Core Scope of Work                                             | 22 days  | Mon 3/26/07  | Tue 3/27/07  |
| Award Shell & Core Contract                                                | 5 days   | Wed 3/28/07  | Tue 4/3/07   |
| <b>Tenant Improvement Design &amp; Bid Phase</b>                           |          |              |              |
| Team TI 40% Design                                                         | 37 days  | Tue 4/18/06  | Tue 5/9/07   |
| Review Meeting                                                             | 0 days   | Wed 11/21/06 | Wed 11/21/07 |
| Team TI 75% Design                                                         | 30 days  | Thu 1/11/07  | Wed 2/14/07  |
| Review Meeting                                                             | 0 days   | Wed 2/21/07  | Wed 2/21/07  |
| Complete Design                                                            | 23 days  | Thu 2/22/07  | Mon 3/26/07  |
| Pre-Advertise Shell & Core Bid Phase                                       | 10 days  | Mon 2/26/07  | Fri 3/9/07   |
| Owner Review Period                                                        | 5 days   | Mon 3/12/07  | Fri 3/16/07  |
| Finalize Documents                                                         | 5 days   | Mon 3/19/07  | Fri 3/23/07  |
| Submit TI Plans for Permit-Plan Review                                     | 0 days   | Fri 3/23/07  | Fri 3/23/07  |
| TI Permit                                                                  | 15 days  | Mon 3/26/07  | Fri 4/13/07  |
| Review & Publish Bid Packages for TIs                                      | 5 days   | Mon 3/19/07  | Fri 3/23/07  |
| Pre-Bid Conference                                                         | 0 days   | Tue 4/18/06  | Tue 4/18/06  |
| Bid TI Scope of Work                                                       | 21 days  | Tue 4/3/07   | Tue 5/1/07   |
| Award TI Contract(s)                                                       | 5 days   | Wed 5/2/07   | Tue 5/8/07   |
| <b>Plaza, Site and Landscaping Design &amp; Bid</b>                        |          |              |              |
| Plaza Design                                                               | 117 days | Mon 1/8/07   | Tue 6/19/07  |
| Pre-Advertise Plaza Bid Phase                                              | 85 days  | Mon 1/8/07   | Fri 5/4/07   |
| Submit Plans for Permit - Plan Review                                      | 10 days  | Mon 4/30/07  | Fri 5/11/07  |
| Plaza Permit                                                               | 15 days  | Mon 5/7/07   | Fri 5/25/07  |
| Review and Publish Plaza Bid Packages                                      | 0 days   | Fri 5/25/07  | Fri 5/25/07  |
| Pre-Bid Conference                                                         | 5 days   | Tue 5/8/07   | Mon 5/14/07  |
| Bid Plaza Scope of Work                                                    | 0 days   | Tue 5/29/07  | Tue 5/29/07  |
| Award Plaza Scope of Work                                                  | 22 days  | Tue 5/15/07  | Wed 6/13/07  |
| <b>CONSTRUCTION ACTIVITIES</b>                                             |          |              |              |
| Site Preparation                                                           | 347 days | Wed 4/4/07   | Fri 9/1/08   |
| Utility Development                                                        | 20 days  | Wed 4/4/07   | Tue 9/1/07   |
| Foundation Excavation & Dewatering                                         | 16 days  | Mon 4/9/07   | Mon 4/23/07  |
| Footings, Foundations & Basement Walls                                     | 20 days  | Wed 4/4/07   | Tue 5/1/07   |
| Building Structure, Steel & Concrete Decks                                 | 43 days  | Wed 5/2/07   | Fri 6/29/07  |
| Exterior Finish (Masonry), Storefront Frames & Roof                        | 62 days  | Mon 7/16/07  | Tue 9/25/07  |
| Exterior Glazing (Measure, Order & Install)                                | 60 days  | Tue 8/14/07  | Mon 11/26/07 |
| Building & Rough-In                                                        | 31 days  | Mon 10/1/07  | Mon 12/31/07 |
| Building Finishes                                                          | 60 days  | Tue 11/27/07 | Mon 2/18/08  |
| Plaza, Landscaping and Site Construction                                   | 84 days  | Tue 2/19/08  | Fri 6/13/08  |
| Building Commissioning & Inspection                                        | 106 days | Mon 3/3/08   | Thu 7/31/08  |
| Occupancy                                                                  | 34 days  | Mon 6/16/08  | Thu 7/31/08  |
|                                                                            | 0 days   | Fri 8/1/08   | Fri 8/1/08   |



# CONSTRUCTION SCHEDULE BY PHASE

# PROJECT BUDGETS

- I.) CONCEPTUAL BUDGET
- II.) WORKING BUDGETS

**Section V**

# CONCEPTUAL BUDGET



## Meridian City Hall

Meridian, Idaho

9-Apr-07



|                                                                                            |                                                       |            | Phase II Bids<br>4/3/2007 |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------|------------|---------------------------|
| <b>Fixtures and Equipment</b>                                                              |                                                       |            |                           |
| 1                                                                                          | Fixtures & Equipment                                  |            |                           |
| 2                                                                                          | Demountable Walls (Options to \$1.163 Million)        |            | \$465,910                 |
| <b>Soft Costs</b>                                                                          |                                                       |            | Phase II Bids<br>4/3/2007 |
| 1                                                                                          | City Fees - Preapplication Meeting                    |            |                           |
| 2                                                                                          | City Fees - Conditional Use                           |            |                           |
| 3                                                                                          | City Fees - Plan Check                                |            |                           |
| 4                                                                                          | City Fees - Bldg Permit                               |            |                           |
| 5                                                                                          | City Fees - Water & Sewer Connection                  |            |                           |
| 6                                                                                          | City Fees - Outside/Specialty Consultant Plan Ck      |            |                           |
| 7                                                                                          | ACHD Impact Fees                                      |            |                           |
| 8                                                                                          | Local Fire Department Review                          |            |                           |
| 9                                                                                          | DEQ Plan Review                                       |            |                           |
| 10                                                                                         | Idaho Power                                           |            |                           |
| 11                                                                                         | Union Pacific                                         |            |                           |
| 12                                                                                         | Advertisement for Bids                                |            |                           |
| 13                                                                                         | Soil and Geotechnical Report                          |            |                           |
| 14                                                                                         | Survey Work (Design)                                  |            |                           |
| 15                                                                                         | Bid Document Costs - Reproduction & Postage           |            |                           |
| 16                                                                                         | Bond Counsel                                          |            |                           |
| 17                                                                                         | Bond Rating (Bond Issuance Cost)                      |            |                           |
| 18                                                                                         | Fiscal Agent                                          |            |                           |
| 19                                                                                         | Architectural Programing / Schematic Design           |            |                           |
| 20                                                                                         | Architecural Design Development-Const. Administration |            |                           |
| 21                                                                                         | Architectural Reimbursables                           |            |                           |
| 22                                                                                         | Specialty Consultant-Commissioning Engineer           |            |                           |
| 23                                                                                         | Specialty Consultant-Traffic Study                    |            |                           |
| 24                                                                                         | Specialty Consultant-Misc.                            |            |                           |
| 25                                                                                         | Legal Counsel                                         |            |                           |
| 26                                                                                         | Insurance Costs-Builders Risk                         |            |                           |
| 27                                                                                         | Contingency for Soft Costs                            |            |                           |
| <b>Total Soft Costs</b>                                                                    |                                                       |            |                           |
| <b>Construction Mgmt &amp; Site Acquisition Cost</b>                                       |                                                       |            | Phase II Bids<br>4/3/2007 |
| 1                                                                                          | Bid Phase I - Asbestos & Demolition                   |            | \$426,357                 |
| 2                                                                                          | Contaminated Soil Abatement (NTE) 3,500 CY Est        |            | \$290,500                 |
| 3                                                                                          | Reimbursables - Construction                          |            | \$279,812                 |
| 4                                                                                          | Construction Management Fee                           |            | \$574,000                 |
| <b>Total CM &amp; Site Acquisition Cost</b>                                                |                                                       |            | <b>\$1,570,669</b>        |
| <b>Construction Costs</b>                                                                  |                                                       |            | Phase II Bids<br>4/3/2007 |
| 1                                                                                          | Bid Phase II - Core & Shell                           |            | \$5,836,369               |
| 2                                                                                          | Bid Phase III - MEP's & Tenant Improvement            |            | \$8,714,942               |
| 3                                                                                          | Bid Phase IV - Site & Plaza                           |            | \$1,500,000               |
| 4                                                                                          | Construction Contingency 5%                           |            | \$802,566                 |
| Value Engineering                                                                          |                                                       |            | -\$800,000                |
| <b>Total Construction Cost</b>                                                             |                                                       |            | <b>\$16,053,877</b>       |
| <b>Bid Alternates:</b>                                                                     |                                                       |            |                           |
| Delete Basement                                                                            |                                                       |            | -\$1,000,000              |
| Delete South Wing                                                                          |                                                       |            | -\$800,000                |
| Raise Building by ~ 4-0                                                                    |                                                       |            | -\$300,000                |
| <b>TOTAL PROJECT COSTS</b>                                                                 |                                                       |            |                           |
| <b>Total Project Cost w/FFE, before Alternates</b>                                         |                                                       | <b>\$0</b> | <b>\$0</b>                |
|                                                                                            |                                                       |            | <b>\$18,090,456</b>       |
| Z:\ESTIMATES & PROPOSALS\2006\Wes\Meridian City Hall\Project Summary 04-03-07 Presentation |                                                       |            |                           |

**Meridian City Hall**

Meridian, Idaho

February 12, 2006

| Fixtures and Equipment |                                                | Budget | 20% Estimate<br>1/15/07 | 60% Estimate<br>2/12/07 | 60% Estimate<br>2/23/07 |
|------------------------|------------------------------------------------|--------|-------------------------|-------------------------|-------------------------|
| 1                      | Fixtures & Equipment                           |        |                         |                         |                         |
| 2                      | Demountable Walls (Options to \$1.163 Million) |        |                         | \$465,910               | \$465,910               |

| Soft Costs              |                                                        | Budget | 20% Estimate<br>1/15/07 | 60% Estimate<br>2/12/07 | 60% Estimate<br>2/23/07 |
|-------------------------|--------------------------------------------------------|--------|-------------------------|-------------------------|-------------------------|
| 1                       | City Fees - Preapplication Meeting                     |        |                         |                         |                         |
| 2                       | City Fees - Conditional Use                            |        |                         |                         |                         |
| 3                       | City Fees - Plan Check                                 |        |                         |                         |                         |
| 4                       | City Fees - Bldg Permit                                |        |                         |                         |                         |
| 5                       | City Fees - Water & Sewer Connection                   |        |                         |                         |                         |
| 6                       | City Fees - Outside/Specialty Consultant Plan Ck       |        |                         |                         |                         |
| 7                       | ACHD Impact Fees                                       |        |                         |                         |                         |
| 8                       | Local Fire Department Review                           |        |                         |                         |                         |
| 9                       | DEQ Plan Review                                        |        |                         |                         |                         |
| 10                      | Idaho Power                                            |        |                         |                         |                         |
| 11                      | Union Pacific                                          |        |                         |                         |                         |
| 12                      | Advertisement for Bids                                 |        |                         |                         |                         |
| 13                      | Soil and Geotechnical Report                           |        |                         |                         |                         |
| 14                      | Survey Work (Design)                                   |        |                         |                         |                         |
| 15                      | Bid Document Costs - Reproduction & Postage            |        |                         |                         |                         |
| 16                      | Bond Counsel                                           |        |                         |                         |                         |
| 17                      | Bond Rating (Bond Issuance Cost)                       |        |                         |                         |                         |
| 18                      | Fiscal Agent                                           |        |                         |                         |                         |
| 19                      | Architectural Programing / Schematic Design            |        |                         |                         |                         |
| 20                      | Architectural Design Development-Const. Administration |        |                         |                         |                         |
| 21                      | Architectural Reimbursables                            |        |                         |                         |                         |
| 22                      | Specialty Consultant-Commissioning Engineer            |        |                         |                         |                         |
| 23                      | Specialty Consultant-Traffic Study                     |        |                         |                         |                         |
| 24                      | Specialty Consultant-Misc.                             |        |                         |                         |                         |
| 25                      | Legal Counsel                                          |        |                         |                         |                         |
| 26                      | Insurance Costs-Builders Risk                          |        |                         |                         |                         |
| 27                      | Contingency for Soft Costs                             |        |                         |                         |                         |
| <b>Total Soft Costs</b> |                                                        |        |                         |                         |                         |

| Construction Mgmt & Site Acquisition Cost   |                                     | Budget | 20% Estimate<br>1/15/07 | 60% Estimate<br>2/12/07 | 60% Estimate<br>2/23/07 |
|---------------------------------------------|-------------------------------------|--------|-------------------------|-------------------------|-------------------------|
| 1                                           | Bid Phase I - Asbestos & Demolition |        | \$426,357               | \$426,357               | \$426,357               |
| 2                                           | Reimbursables - Construction        |        | \$279,812               | \$279,812               | \$279,812               |
| 3                                           | Construction Management Fee         |        | \$574,000               | \$574,000               | \$574,000               |
| <b>Total CM &amp; Site Acquisition Cost</b> |                                     |        | <b>\$1,319,266</b>      | <b>\$1,319,294</b>      | <b>\$1,319,305</b>      |

| Construction Costs             |                                            | Budget              | 20% Estimate<br>1/15/07 | 60% Estimate<br>2/12/07 | 60% Estimate<br>2/23/07 |
|--------------------------------|--------------------------------------------|---------------------|-------------------------|-------------------------|-------------------------|
| 1                              | Bid Phase II - Core & Shell                |                     | \$6,190,571             | \$5,266,791             | \$5,266,791             |
| 2                              | Bid Phase III - MEP's & Tenant Improvement |                     | \$7,196,480             | \$8,714,942             | \$8,714,942             |
| 3                              | Bid Phase IV - Site & Plaza                |                     | \$1,388,109             | \$1,500,000             | \$1,750,000             |
| 4                              | Construction Contingency 5%                |                     | \$700,000               | \$772,300               | \$772,300               |
| Value Engineering              |                                            |                     |                         |                         | -\$812,353              |
| <b>Total Construction Cost</b> |                                            | <b>\$12,200,000</b> | <b>\$15,475,160</b>     | <b>\$16,254,033</b>     | <b>\$15,691,680</b>     |

**Bid Alternates:**

Delete Finishes in Unassigned Areas ~14,122 SF

Delete Access Floor in Unassigned Areas ~ 14,122 SF

Delete Electrical Distribution in Unassigned Areas

Delete Basement

Delete South Wing

250,000 {

- \$141,220
- \$70,610
- \$43,000
- \$1,000,000
- \$800,000

| TOTAL PROJECT COSTS       |  |            |            |            |            |
|---------------------------|--|------------|------------|------------|------------|
| <b>Total Project Cost</b> |  | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> |

MERIDIAN CITY HALL  
BUDGET OPTIONS WORKSHEET

FEBRUARY 22, 2007

**Design Clarification & Other Savings**

**Net Savings**

|                                               |    |         |            |
|-----------------------------------------------|----|---------|------------|
| Estimated Mechanical Savings Wet & Dry        | \$ | 400,000 |            |
| Estimated Electrical Savings to Base Contract | \$ | 50,000  |            |
| Alternate Access Floor Supplier               | \$ | 362,353 |            |
| Subtotal Estimated Savings                    |    |         | \$ 812,353 |

**Other Savings Options**

**Unassigned Areas ~14,122 SF**

|                                                    |    |         |            |
|----------------------------------------------------|----|---------|------------|
| Delete Finishes in Unassigned Areas @ \$10/SF      | \$ | 141,220 |            |
| Delete Access Floor in Unassigned Areas @\$ 5/SF   | \$ | 70,610  |            |
| Delete Electrical Distribution in Unassigned Areas | \$ | 43,000  |            |
| Subtotal                                           |    |         | \$ 254,830 |

**Delete Basement**

|                         |    |         |              |
|-------------------------|----|---------|--------------|
| Construction Dewatering | \$ | 50,000  |              |
| Excavation              | \$ | 80,000  |              |
| Structural Concrete     | \$ | 120,000 |              |
| Steel                   | \$ | 250,000 |              |
| Slab on Deck            | \$ | 150,000 |              |
| Plumbing                | \$ | 60,000  |              |
| HVAC                    | \$ | 130,000 |              |
| Fire Sprinkler          | \$ | 60,000  |              |
| Electrical              | \$ | 100,000 |              |
| Total Delete Basement   |    |         | \$ 1,000,000 |

**Delete South Wing 4206 SF per Level**

|                                  |    |          |            |
|----------------------------------|----|----------|------------|
| Concrete                         | \$ | 67,992   |            |
| Steel                            | \$ | 113,571  |            |
| Curtain Wall Framing             | \$ | 19,000   |            |
| Masonry (Less Add for Main wing) | \$ | 85,563   |            |
| Glazing & Storefront             | \$ | 29,148   |            |
| Access Floor                     | \$ | 42,060   |            |
| Finishes @ \$10/SF               | \$ | 84,120   |            |
| Mechanical                       | \$ | 239,742  |            |
| Electrical                       | \$ | 189,438  |            |
| Additional Parking--Allow        | \$ | (70,634) |            |
| Subtotal Estimated Savings       |    |          | \$ 800,000 |

flooring system - want or not?





# Project Cost Summary Spreadsheet

## Meridian City Hall

Meridian, Idaho  
February 12, 2006



| Fixtures and Equipment |                                                | Budget | 20% Estimate<br>1/15/07 | 60% Estimate<br>2/12/07 |
|------------------------|------------------------------------------------|--------|-------------------------|-------------------------|
| 1                      | Fixtures & Equipment                           |        |                         |                         |
| 2                      | Demountable Walls (Options to \$1.163 Million) |        |                         | \$465,910               |

| Soft Costs       |                                                        | Budget | 20% Estimate<br>1/15/07 | 60% Estimate<br>2/12/07 |
|------------------|--------------------------------------------------------|--------|-------------------------|-------------------------|
| 1                | City Fees - Preapplication Meeting                     |        |                         |                         |
| 2                | City Fees - Conditional Use                            |        |                         |                         |
| 3                | City Fees - Plan Check                                 |        |                         |                         |
| 4                | City Fees - Bldg Permit                                |        |                         |                         |
| 5                | City Fees - Water & Sewer Connection                   |        |                         |                         |
| 6                | City Fees - Outside/Specialty Consultant Plan Ck       |        |                         |                         |
| 7                | ACHD Impact Fees                                       |        |                         |                         |
| 8                | Local Fire Department Review                           |        |                         |                         |
| 9                | DEQ Plan Review                                        |        |                         |                         |
| 10               | Idaho Power                                            |        |                         |                         |
| 11               | Union Pacific                                          |        |                         |                         |
| 12               | Advertisement for Bids                                 |        |                         |                         |
| 13               | Soil and Geotechnical Report                           |        |                         |                         |
| 14               | Survey Work (Design)                                   |        |                         |                         |
| 15               | Bid Document Costs - Reproduction & Postage            |        |                         |                         |
| 16               | Bond Counsel                                           |        |                         |                         |
| 17               | Bond Rating (Bond Issuance Cost)                       |        |                         |                         |
| 18               | Fiscal Agent                                           |        |                         |                         |
| 19               | Architectural Programming / Schematic Design           |        |                         |                         |
| 20               | Architectural Design Development-Const. Administration |        |                         |                         |
| 21               | Architectural Reimbursable                             |        |                         |                         |
| 22               | Specialty Consultant-Commissioning Engineer            |        |                         |                         |
| 23               | Specialty Consultant-Traffic Study                     |        |                         |                         |
| 24               | Specialty Consultant-Misc.                             |        |                         |                         |
| 25               | Legal Counsel                                          |        |                         |                         |
| 26               | Insurance Costs-Builders Risk                          |        |                         |                         |
| 27               | Contingency for Soft Costs                             |        |                         |                         |
| Total Soft Costs |                                                        |        |                         |                         |

| Construction Mgmt & Site Acquisition Cost |                                     | Budget | 20% Estimate<br>1/15/07 | 60% Estimate<br>2/12/07 |
|-------------------------------------------|-------------------------------------|--------|-------------------------|-------------------------|
| 1                                         | Bid Phase I - Asbestos & Demolition |        | \$426,357               | \$426,357               |
| 2                                         | Reimbursable - Construction         |        | \$279,812               | \$279,812               |
| 3                                         | Construction Management Fee         |        | \$574,000               | \$574,000               |
| Total CM & Site Acquisition Cost          |                                     |        | \$1,319,266             | \$1,319,294             |

| Construction Costs          |                             | Budget       | 20% Estimate<br>1/15/07 | 60% Estimate<br>2/12/07 |
|-----------------------------|-----------------------------|--------------|-------------------------|-------------------------|
| 1                           | Bid Phase II - Shell        |              | \$6,190,571             | \$5,266,791             |
| 2                           | Bid Phase III - Core & TI   |              | \$7,196,480             | \$8,714,942             |
| 3                           | Bid Phase IV - Site & Plaza |              | \$1,388,109             | \$1,500,000             |
| 4                           | Construction Contingency 5% |              | \$700,000               | \$772,300               |
| Total Construction Estimate |                             | \$12,200,000 | \$15,475,160            | \$16,254,033            |



# PETRA

Project: Meridian City Hall - Phase II - Shell

Client: City of Meridian

Date: February 12, 2007

|                        |         |      |                   |        |    |
|------------------------|---------|------|-------------------|--------|----|
| Building               | 101,008 | SF   | Site              | 29,960 | SF |
| Building Levels:       | 4       |      | Site Paving       |        | SF |
| Building Foot Print    | 29,960  | SF   | Site Landscaping  |        | SF |
| Building Construction: | Shell   |      | Site Concrete SOG |        | SF |
| Construction Duration: | 8.00    | Mths | Parking Structure |        | SF |

| Description                      | Unit Cost   | Unit | Site Quantity | C&S Quantity | TI Quantity | Site Subtotal | C&S Subtotal | TI Subtotal | Total    | Division Total |
|----------------------------------|-------------|------|---------------|--------------|-------------|---------------|--------------|-------------|----------|----------------|
| Division 1 - Direct Job Costs    |             |      |               |              |             |               |              |             |          | \$181,029      |
| <b>SURVEY</b>                    |             |      |               |              |             |               |              |             |          |                |
| CONSTRUCTION STAKING             | \$18,000.00 | LS   |               | 1            |             |               | \$18,000     |             | \$18,000 |                |
| RESTAKING                        | \$4,000.00  | LS   |               | 1            |             |               | \$4,000      |             | \$4,000  |                |
|                                  |             |      |               |              |             |               |              |             |          | \$22,000       |
| <b>CLEAN UP</b>                  |             |      |               |              |             |               |              |             |          |                |
| DAILY CLEAN UP                   | \$250.00    | WKS  |               | 35           |             |               | \$8,750      |             | \$8,750  |                |
| FINAL CLEAN UP                   | \$0.02      | SF   |               | 101,008      |             |               | \$2,020      |             | \$2,020  |                |
|                                  |             |      |               |              |             |               |              |             |          | \$10,770       |
| <b>TESTING &amp; INSPECTION</b>  |             |      |               |              |             |               |              |             |          |                |
| TESTING & INSPECTION             | \$18,500.00 | LS   |               | 1.0          |             |               | \$18,500     |             | \$18,500 |                |
|                                  |             |      |               |              |             |               |              |             |          | \$18,500       |
| <b>TEMPORARY UTILITIES</b>       |             |      |               |              |             |               |              |             |          |                |
| TEMP. POWER INSTALLATION         | \$2,500.00  | LS   |               | 1.0          |             |               | \$2,500      |             | \$2,500  |                |
| TEMP. POWER USAGE                | \$500.00    | MTHS |               | 8.0          |             |               | \$4,000      |             | \$4,000  |                |
| TEMP. WATER INSTALLATION         | \$900.00    | LS   |               | 1.0          |             |               | \$900        |             | \$900    |                |
| TEMP. WATER USAGE                | \$150.00    | MTHS |               | 8.0          |             |               | \$1,200      |             | \$1,200  |                |
|                                  |             |      |               |              |             |               |              |             |          | \$8,600        |
| <b>MATERIALS &amp; SUPPLIES</b>  |             |      |               |              |             |               |              |             |          |                |
| SUPPLIES & POSTAGE               | \$150.00    | MTHS |               | 8.0          |             |               | \$1,200      |             | \$1,200  |                |
| DRINKING WATER                   | \$50.00     | MTHS |               | 8.0          |             |               | \$400        |             | \$400    |                |
| PHOTOGRAPHS                      | \$80.00     | MTHS |               | 8.0          |             |               | \$640        |             | \$640    |                |
| SCHEDULE PLOTTING/PRINTING       | \$40.00     | MTHS |               | 8.0          |             |               | \$320        |             | \$320    |                |
| PLAN REPRODUCTION                | \$500.00    | MTHS |               | 8.0          |             |               | \$4,000      |             | \$4,000  |                |
|                                  |             |      |               |              |             |               |              |             |          | \$6,560        |
| <b>SAFETY</b>                    |             |      |               |              |             |               |              |             |          |                |
| SECURITY                         | \$500.00    | MTHS |               | 8.0          |             |               | \$4,000      |             | \$4,000  |                |
| SAFETY REVIEW CONSULTANT         | \$750.00    | MTHS |               | 8.0          |             |               | \$6,000      |             | \$6,000  |                |
| SAFETY MATERIAL AND LABOR        | \$0.10      | SF   |               | 101,008.0    |             |               | \$10,101     |             | \$10,101 |                |
| SIGNAGE                          | \$800.00    | LS   |               | 1.0          |             |               | \$800        |             | \$800    |                |
|                                  |             |      |               |              |             |               |              |             |          | \$20,901       |
| <b>PROTECTION</b>                |             |      |               |              |             |               |              |             |          |                |
| PROTECT FINISH WORK              | \$0.01      | SF   |               | 101,008.0    |             |               | \$1,010      |             | \$1,010  |                |
| STORAGE CONTAINERS               | \$150.00    | MTHS |               | 8.0          |             |               | \$1,200      |             | \$1,200  |                |
| WEATHER PROTECTION & HEATING     | \$10,000.00 | MTHS |               | 4.0          |             |               | \$40,000     |             | \$40,000 |                |
| TEMP. FENCE                      | \$4,000.00  | LS   |               | 1.0          |             |               | \$4,000      |             | \$4,000  |                |
|                                  |             |      |               |              |             |               |              |             |          | \$46,210       |
| <b>MAINTENANCE/OPERATION</b>     |             |      |               |              |             |               |              |             |          |                |
| PROJECT OFFICE                   | \$436.00    | MTHS |               | 8.0          |             |               | \$3,488      |             | \$3,488  |                |
| TOILETS                          | \$575.00    | MTHS |               | 8.0          |             |               | \$4,600      |             | \$4,600  |                |
| TEMP. LIGHTING                   | \$2,500.00  | LS   |               | 1.0          |             |               | \$2,500      |             | \$2,500  |                |
| TRAFFIC CONTROL                  | \$6,500.00  | LS   |               | 1.0          |             |               | \$6,500      |             | \$6,500  |                |
| DEWATERING OPERATION             |             |      |               |              |             |               |              |             |          |                |
| HOISTING/CRANING/OFF LOADING     | \$5,000.00  | LS   |               | 1.0          |             |               | \$5,000      |             | \$5,000  |                |
| TRASH BIN                        | \$1,500.00  | MTHS |               | 8.0          |             |               | \$12,000     |             | \$12,000 |                |
| STREET CLEANING                  | \$425.00    | MTHS |               | 8.0          |             |               | \$3,400      |             | \$3,400  |                |
| DUST CONTROL                     | \$750.00    | MTHS |               | 8.0          |             |               | \$6,000      |             | \$6,000  |                |
| EROSION & SEDIMENT CONTROL (MAIN | \$500.00    | MTHS |               | 8.0          |             |               | \$4,000      |             | \$4,000  |                |
|                                  |             |      |               |              |             |               |              |             |          | \$47,488       |

| Description                                                                   | Unit Cost   | Unit | Site Quantity | C&S Quantity | TI Quantity | Site Subtotal | C&S Subtotal | TI Subtotal | Total       | Division Total |
|-------------------------------------------------------------------------------|-------------|------|---------------|--------------|-------------|---------------|--------------|-------------|-------------|----------------|
| <b>BID PACKAGE #1 - DEWATERING, EXCAVATION, BACKFILL &amp; SITE UTILITIES</b> |             |      |               |              |             |               |              |             |             |                |
| Division 2 - Civil Construction                                               |             |      |               |              |             |               |              |             |             | \$358,327      |
| <b>ENVIRONMENTAL CONTROLS</b>                                                 |             |      |               |              |             |               |              |             |             |                |
| DUST CONTROL                                                                  | \$0.01      | SF   |               | 101,008      |             |               | \$1,010      |             | \$1,010     |                |
| EROSION CONTROL                                                               | \$0.02      | SF   |               | 101,008      |             |               | \$2,020      |             | \$2,020     |                |
|                                                                               |             |      |               |              |             |               |              |             |             | \$3,030        |
| <b>ROUGH GRADE</b>                                                            |             |      |               |              |             |               |              |             |             |                |
| EXCAVATE BASEMENT & HAUL OFF                                                  | \$10.00     | CY   |               | 15,000       |             |               | \$150,000    |             | \$150,000   |                |
| BUILDING PAD ( STRUCTURAL FILL)                                               | \$13.50     | CY   |               | 1,108        |             |               | \$14,960     |             | \$14,960    |                |
| FOOTINGS / FOUNDATION / BACKFILL                                              | \$15.50     | LF   |               | 838          |             |               | \$12,989     |             | \$12,989    |                |
| BACKFILL BASEMENT WALLS                                                       | \$13.50     | CY   |               | 5,000        |             |               | \$67,500     |             | \$67,500    |                |
| PIERS                                                                         | \$225.00    | EA   |               | 30           |             |               | \$6,750      |             | \$6,750     |                |
| DEWATERING                                                                    | \$50,000.00 | LS   |               | 1            |             |               | \$50,000     |             | \$50,000    |                |
|                                                                               |             |      |               |              |             |               |              |             |             | \$302,199.00   |
| <b>FINISH GRADE</b>                                                           |             |      |               |              |             |               |              |             |             |                |
| BUILDING PADS                                                                 | \$0.08      | SF   |               | 29,960       |             |               | \$2,397      |             | \$2,397     |                |
| 3/4" ROAD MIX @ SOG                                                           | \$20.00     | CY   |               | 425          |             |               | \$8,499      |             | \$8,499     |                |
|                                                                               |             |      |               |              |             |               |              |             |             |                |
|                                                                               |             |      |               |              |             |               |              |             |             | \$10,895       |
| <b>SEWER</b>                                                                  |             |      |               |              |             |               |              |             |             |                |
| 8" VCP SEWER                                                                  | \$34.40     | LF   |               | 355          |             |               | \$12,212     |             | \$12,212    |                |
| HOOK UPS                                                                      | \$850.00    | EA   |               | 1            |             |               | \$850        |             | \$850       |                |
| CLEAN OUTS                                                                    | \$450.00    | EA   |               | 4            |             |               | \$1,800      |             | \$1,800     |                |
|                                                                               |             |      |               |              |             |               |              |             |             | \$14,862       |
| <b>DOMESTIC WATER</b>                                                         |             |      |               |              |             |               |              |             |             |                |
| 2" H2O LINE                                                                   | \$18.00     | LF   |               | 355          |             |               | \$6,390      |             | \$6,390     |                |
| BACKFLOW                                                                      | \$500.00    | EA   |               | 1            |             |               | \$500        |             | \$500       |                |
| HOOK UP                                                                       | \$750.00    | EA   |               | 1            |             |               | \$750        |             | \$750       |                |
| DETECTOR CHECK/BACK FLOW                                                      | \$8,500.00  | LS   |               | 1            |             |               | \$8,500      |             | \$8,500     | \$16,140       |
| <b>FIRE LINES</b>                                                             |             |      |               |              |             |               |              |             |             |                |
| EXTERIOR FIRE LINES & HYDRANTS                                                | \$40.00     | LF   |               | 280          |             |               | \$11,200     |             | \$11,200    |                |
|                                                                               |             |      |               |              |             |               |              |             |             | \$11,200       |
| <b>BID PACKAGE #2 - STRUCTURAL CONCRETE</b>                                   |             |      |               |              |             |               |              |             |             |                |
| Division 3 - Concrete                                                         |             |      |               |              |             |               |              |             |             | \$804,415      |
| <b>REBAR</b>                                                                  |             |      |               |              |             |               |              |             |             |                |
| FOOTINGS (56LBS/CY)                                                           | \$0.60      | LBS  |               | 21,112       |             |               | \$12,667     |             | \$12,667    |                |
| FOUNDATION (75LBS/CY)                                                         | \$0.60      | LBS  |               | 29,825       |             |               | \$17,775     |             | \$17,775    |                |
| EMBEDS REBAR                                                                  | \$1.00      | LBS  |               | 7,920        |             |               | \$7,920      |             | \$7,920     |                |
| SOG 6" - WWF                                                                  | \$0.48      | SF   |               | 30,795       |             |               | \$14,782     |             | \$14,782    |                |
| SOG 5" - WWF                                                                  | \$0.48      | SF   |               | 73,360       |             |               | \$35,213     |             | \$35,213    |                |
| PIERS (35LBS/CY)                                                              | \$0.48      | LBS  |               | 6,650        |             |               | \$3,192      |             | \$3,192     |                |
| CMU BAR                                                                       | \$1.10      | SF   |               | 25,621       |             |               | \$28,183     |             | \$28,183    |                |
|                                                                               |             |      |               |              |             |               |              |             |             | \$119,732      |
| <b>BUILDING CONCRETE</b>                                                      |             |      |               |              |             |               |              |             |             |                |
| FOOTINGS                                                                      | \$250.00    | CY   |               | 377          |             |               | \$94,250     |             | \$94,250    |                |
| SLAB ON GRADE (6")                                                            | \$2.75      | SF   |               | 30,795       |             |               | \$84,686     |             | \$84,686    |                |
| SLAB ON DECK (5")                                                             | \$3.00      | SF   |               | 73,360       |             |               | \$220,080    |             | \$220,080   |                |
| 10" BASEMENT WALL                                                             | \$15.00     | SF   |               | 7,920        |             |               | \$118,800    |             | \$118,800   |                |
| FOUNDATIONS                                                                   | \$275.00    | CY   |               | 395          |             |               | \$108,625    |             | \$108,625   |                |
| PIERS                                                                         | \$275.00    | CY   |               | 190          |             |               | \$52,250     |             | \$52,250    |                |
| UNDER SLAB VAPOR BARRIER                                                      | \$0.20      | SF   |               | 29,960       |             |               | \$5,992      |             | \$5,992     |                |
|                                                                               |             |      |               |              |             |               |              |             |             | \$684,683      |
| <b>BID PACKAGE #3 - MASONRY &amp; STONE</b>                                   |             |      |               |              |             |               |              |             |             |                |
| Division 4 - Masonry                                                          |             |      |               |              |             |               |              |             |             | \$1,379,200    |
| <b>MASONRY</b>                                                                |             |      |               |              |             |               |              |             |             |                |
| SUBCONTRACTOR BUDGET                                                          | \$1,320,000 | LS   |               | 1            |             |               | \$1,320,000  |             | \$1,320,000 |                |
|                                                                               |             |      |               |              |             |               |              |             |             |                |
| BRACING AND SHORING                                                           | \$59,200.00 | LS   |               | 1            |             |               | \$59,200     |             | \$59,200    |                |
|                                                                               |             |      |               |              |             |               |              |             |             | \$1,379,200    |

| Description                                                               | Unit Cost    | Unit | Site Quantity | C&S Quantity | TI Quantity | Site Subtotal | C&S Subtotal | TI Subtotal | Total     | Division Total |
|---------------------------------------------------------------------------|--------------|------|---------------|--------------|-------------|---------------|--------------|-------------|-----------|----------------|
| <b>BID PACKAGE #4 - STRUCTURAL STEEL &amp; ERECTION</b>                   |              |      |               |              |             |               |              |             |           |                |
| Division 5 - Metals                                                       |              |      |               |              |             |               |              |             |           | \$1,363,718    |
| <b>STRUCT &amp; MISC STEEL</b>                                            |              |      |               |              |             |               |              |             |           |                |
| STRUCTURAL STEEL--Petra Budget                                            | \$0.90       | LBS  |               | 990,059      |             |               | \$891,053    |             | \$891,053 |                |
| STEEL STAIRS                                                              | \$7,500.00   | EA   |               | 12           |             |               | \$90,000     |             | \$90,000  |                |
| JOIST & DECKING-Vendor Quote                                              | \$135,150.00 | SF   |               | 1            |             |               | \$135,150    |             | \$135,150 |                |
| ERECTION                                                                  | \$0.25       | LBS  |               | 990,059      |             |               | \$247,515    |             | \$247,515 |                |
|                                                                           |              |      |               |              |             |               |              |             |           | \$1,363,718    |
| <b>BID PACKAGE #5 - CARPENTRY</b>                                         |              |      |               |              |             |               |              |             |           |                |
| Division 6 - Wood & Plastic                                               |              |      |               |              |             |               |              |             |           | \$12,121       |
| <b>ROUGH CARPENTRY</b>                                                    |              |      |               |              |             |               |              |             |           |                |
| FRAMING                                                                   | \$0.04       | SF   |               | 101,008      |             |               | \$4,040      |             | \$4,040   |                |
| MATERIALS                                                                 | \$0.08       | SF   |               | 101,008      |             |               | \$8,081      |             | \$8,081   |                |
| EXTERIOR 7/16" OSB (In framing)                                           | \$1.25       | SF   |               |              |             |               |              |             |           |                |
| EXTERIOR WRAP (In framing)                                                | \$0.50       | SF   |               |              |             |               |              |             |           |                |
|                                                                           |              |      |               |              |             |               |              |             |           | \$12,121       |
| <b>BID PACKAGE #6 - ROOFING, INSULATION &amp; SHEETMETAL APPLICATIONS</b> |              |      |               |              |             |               |              |             |           |                |
| Division 7 - Roofing & Membrane Protection                                |              |      |               |              |             |               |              |             |           | \$289,932      |
| <b>INSULATION</b>                                                         |              |      |               |              |             |               |              |             |           |                |
| R-19 VB EXTERIOR WALLS                                                    | \$0.78       | SF   |               | 46,446       |             |               | \$36,228     |             | \$36,228  |                |
| FOUNDATION SLAB RIGID                                                     | \$1.00       | SF   |               | 5,720        |             |               | \$5,720      |             | \$5,720   | \$41,948       |
| <b>CAULKING &amp; WATER PROOFING</b>                                      |              |      |               |              |             |               |              |             |           |                |
| DAMP PROOFING                                                             | \$3.50       | SY   |               | 5,720        |             |               | \$20,020     |             | \$20,020  |                |
| CAULKING                                                                  | \$0.25       | SF   |               | 101,008      |             |               | \$25,252     |             | \$25,252  | \$45,272       |
| <b>ROOFING</b>                                                            |              |      |               |              |             |               |              |             |           |                |
| BARREL ROOF/METAL ROOF-SUB QUOT                                           | \$37,880.00  | LS   |               | 1            |             |               | \$37,880     |             | \$37,880  |                |
| TPO CLASS A ROOF SYSTEM-SUB QUO                                           | \$148,032.00 | LS   |               | 1            |             |               | \$148,032    |             | \$148,032 |                |
| MISC. METALS                                                              |              | SF   |               |              |             |               |              |             |           |                |
| CEMENTIOUS FIRE PROTECTION 1HR                                            | \$1.50       | SF   |               | 11,200       |             |               | \$16,800     |             | \$16,800  |                |
|                                                                           |              |      |               |              |             |               |              |             |           | \$202,712      |
| <b>SIDING</b>                                                             |              |      |               |              |             |               |              |             |           |                |
| PENTHOUSE SIDING                                                          |              | INCL |               |              |             |               |              |             |           |                |
| <b>BID PACKAGE #7 - EXTERIOR DOORS</b>                                    |              |      |               |              |             |               |              |             |           |                |
| Division 8 - Doors & Windows                                              |              |      |               |              |             |               |              |             |           | \$377,550      |
| <b>DOORS, FRAMES &amp; HARDWARE</b>                                       |              |      |               |              |             |               |              |             |           |                |
| EXTERIOR DOORS--SUBCONTRACTOR                                             | \$27,550.00  | LS   |               | 1            |             |               | \$27,550     |             | \$27,550  |                |
|                                                                           |              |      |               |              |             |               |              |             |           | \$27,550       |
| <b>BID PACKAGE #8 - STOREFRONT, CURTAINWALL &amp; GLAZING</b>             |              |      |               |              |             |               |              |             |           |                |
| Division 8 - Doors & Windows                                              |              |      |               |              |             |               |              |             |           |                |
| <b>WINDOWS/ GLASS AND GLAZING</b>                                         |              |      |               |              |             |               |              |             |           |                |
| STOREFRONTS-SUB QUOTE                                                     | \$350,000.00 | LS   |               | 1            |             |               | \$350,000    |             | \$350,000 |                |
| CURTAIN WALL                                                              |              | INCL |               |              |             |               |              |             |           | \$350,000      |
| <b>BID PACKAGE #9 - EXTERIOR CURTAIN WALL FRAMING &amp; SHAFT WALLS</b>   |              |      |               |              |             |               |              |             |           |                |
| Division 8 - (4) - Light Gauge Metal Framing                              |              |      |               |              |             |               |              |             |           |                |
| <b>GAUGE FRAMING, SHAFT LINER</b>                                         |              |      |               |              |             |               |              |             |           |                |
| CURTAIN WALL FURRING 6"-SUB QUOTE                                         | \$301,325.00 | LS   |               | 1            |             |               | \$301,325    |             | \$301,325 |                |
| PENTHOUSE FRAMING                                                         |              | INCL |               |              |             |               |              |             |           |                |
| SHAFT LINER                                                               |              | INCL |               |              |             |               |              |             |           |                |
| EXTERIOR WALL FURRING (COLUMNS)                                           |              | INCL |               |              |             |               |              |             |           |                |
|                                                                           |              |      |               |              |             |               |              |             |           | \$301,325      |
| <b>BID PACKAGE #10 - LOADING DOCK EQUIPMENT</b>                           |              |      |               |              |             |               |              |             |           |                |
| Division 10 - Equipment                                                   |              |      |               |              |             |               |              |             |           |                |
| <b>LOADING DOCK EQUIPMENT</b>                                             |              |      |               |              |             |               |              |             |           |                |
|                                                                           |              |      |               |              |             |               |              |             |           |                |
|                                                                           |              |      |               |              |             |               |              |             |           |                |

| Description                         | Unit Cost    | Unit | Site Quantity | C&S Quantity | TI Quantity | Site Subtotal | C&S Subtotal | TI Subtotal | Total       | Division Total |
|-------------------------------------|--------------|------|---------------|--------------|-------------|---------------|--------------|-------------|-------------|----------------|
| <b>BID PACKAGE # 11 - ELEVATORS</b> |              |      |               |              |             |               |              |             |             |                |
| Division of Conveying Systems       |              |      |               |              |             |               |              |             |             | \$199,175      |
| <b>CONVEYING SYSTEMS</b>            |              |      |               |              |             |               |              |             |             |                |
| ELEVATOR                            | \$198,500.00 | LS   |               |              | 1           |               | \$198,500    |             | \$198,500   |                |
| ELEVATOR LADDER PITS                | \$225.00     | EA   |               |              | 3           |               | \$675        |             | \$675       |                |
|                                     |              |      |               |              |             |               |              |             |             | \$199,175      |
| <b>BID PACKAGE SUMMARY</b>          |              |      |               |              |             |               |              |             |             |                |
| Division of Conveying Systems       |              |      |               |              |             |               |              |             |             |                |
| <b>DIRECT COSTS</b>                 |              |      |               |              |             |               | \$5,266,791  |             | \$5,266,791 |                |
| LIABILITY INSURANCE                 |              |      |               |              |             |               |              |             |             |                |
| ARCHITECT & ENGINEER FEE            |              |      |               |              |             |               |              |             |             |                |
| PERMITS & FEES                      |              |      |               |              |             |               |              |             |             |                |
| FF&E                                |              |      |               |              |             |               |              |             |             |                |
| <b>SUBTOTAL</b>                     |              |      |               |              |             |               | \$5,266,791  |             | \$5,266,791 |                |
| <b>TOTAL ESTIMATE</b>               |              |      |               |              |             |               | \$52.14 /sf  |             | \$5,266,791 |                |

# PETRA

Project: Meridian City Hall-Phase III-Core & TI

Client: City of Meridian

Date: February 12, 2007



|                        |         |      |                   |        |    |
|------------------------|---------|------|-------------------|--------|----|
| Building               | 101,008 | SF   | Site              | 29,960 | SF |
| Building Levels:       | 4       |      | Site Paving       | 0      | SF |
| Building Foot Print    | 29,960  | SF   | Site Landscaping  | 0      | SF |
| Building Construction: | CORE/TI |      | Site Concrete SOG | 0      | SF |
| Construction Duration: | 8.00    | Mths | Parking Structure | 0      | SF |

| Description                      | Unit        |      | Site     | C&S       | TI       | Site     | C&S      | TI       | Total    | Division  |
|----------------------------------|-------------|------|----------|-----------|----------|----------|----------|----------|----------|-----------|
|                                  | Cost        | Unit | Quantity | Quantity  | Quantity | Subtotal | Subtotal | Subtotal |          | Total     |
| Division III - Public Works      |             |      |          |           |          |          |          |          |          | \$181,029 |
| <b>SURVEY</b>                    |             |      |          |           |          |          |          |          |          |           |
| CONSTRUCTION STAKING             | \$18,000.00 | LS   |          | 1         |          | \$0      | \$18,000 | \$0      | \$18,000 |           |
| RESTAKING                        | \$4,000.00  | LS   |          | 1         |          | \$0      | \$4,000  | \$0      | \$4,000  |           |
|                                  |             |      |          |           |          |          |          |          |          | \$22,000  |
| <b>CLEAN UP</b>                  |             |      |          |           |          |          |          |          |          |           |
| DAILY CLEAN UP                   | \$250.00    | WKS  |          | 35        |          | \$0      | \$8,750  | \$0      | \$8,750  |           |
| FINAL CLEAN UP                   | \$0.02      | SF   |          | 101,008   |          | \$0      | \$2,020  | \$0      | \$2,020  |           |
|                                  |             |      |          |           |          |          |          |          |          | \$10,770  |
| <b>TESTING &amp; INSPECTION</b>  |             |      |          |           |          |          |          |          |          |           |
| TESTING & INSPECTION             | \$18,500.00 | LS   |          | 1.0       |          | \$0      | \$18,500 | \$0      | \$18,500 |           |
|                                  |             |      |          |           |          |          |          |          |          | \$18,500  |
| <b>TEMPORARY UTILITIES</b>       |             |      |          |           |          |          |          |          |          |           |
| TEMP. POWER INSTALLATION         | \$2,500.00  | LS   |          | 1.0       |          | \$0      | \$2,500  | \$0      | \$2,500  |           |
| TEMP. POWER USAGE                | \$500.00    | MTHS |          | 8.0       |          | \$0      | \$4,000  | \$0      | \$4,000  |           |
| TEMP. WATER INSTALLATION         | \$900.00    | LS   |          | 1.0       |          | \$0      | \$900    | \$0      | \$900    |           |
| TEMP. WATER USAGE                | \$150.00    | MTHS |          | 8.0       |          | \$0      | \$1,200  | \$0      | \$1,200  |           |
|                                  |             |      |          |           |          |          |          |          |          | \$8,600   |
| <b>MATERIALS &amp; SUPPLIES</b>  |             |      |          |           |          |          |          |          |          |           |
| SUPPLIES & POSTAGE               | \$150.00    | MTHS |          | 8.0       |          | \$0      | \$1,200  | \$0      | \$1,200  |           |
| DRINKING WATER                   | \$50.00     | MTHS |          | 8.0       |          | \$0      | \$400    | \$0      | \$400    |           |
| PHOTOGRAPHS                      | \$80.00     | MTHS |          | 8.0       |          | \$0      | \$640    | \$0      | \$640    |           |
| SCHEDULE PLOTTING/PRINTING       | \$40.00     | MTHS |          | 8.0       |          | \$0      | \$320    | \$0      | \$320    |           |
| PLAN REPRODUCTION                | \$500.00    | MTHS |          | 8.0       |          | \$0      | \$4,000  | \$0      | \$4,000  |           |
|                                  |             |      |          |           |          |          |          |          |          | \$6,560   |
| <b>SAFETY</b>                    |             |      |          |           |          |          |          |          |          |           |
| SECURITY                         | \$500.00    | MTHS |          | 8.0       |          | \$0      | \$4,000  | \$0      | \$4,000  |           |
| SAFETY REVIEW CONSULTANT         | \$750.00    | MTHS |          | 8.0       |          | \$0      | \$6,000  | \$0      | \$6,000  |           |
| SAFETY MATERIAL AND LABOR        | \$0.10      | SF   |          | 101,008.0 |          | \$0      | \$10,101 | \$0      | \$10,101 |           |
| SIGNAGE                          | \$800.00    | LS   |          | 1.0       |          | \$0      | \$800    | \$0      | \$800    |           |
|                                  |             |      |          |           |          |          |          |          |          | \$20,901  |
| <b>PROTECTION</b>                |             |      |          |           |          |          |          |          |          |           |
| PROTECT FINISH WORK              | \$0.01      | SF   |          | 101,008.0 |          | \$0      | \$1,010  | \$0      | \$1,010  |           |
| STORAGE CONTAINERS               | \$150.00    | MTHS |          | 8.0       |          | \$0      | \$1,200  | \$0      | \$1,200  |           |
| WEATHER PROTECTION & HEATING     | \$10,000.00 | MTHS |          | 4.0       |          | \$0      | \$40,000 | \$0      | \$40,000 |           |
| TEMP. FENCE                      | \$4,000.00  | LS   |          | 1.0       |          | \$0      | \$4,000  | \$0      | \$4,000  |           |
|                                  |             |      |          |           |          |          |          |          |          | \$46,210  |
| <b>MAINTENANCE/OPERATION</b>     |             |      |          |           |          |          |          |          |          |           |
| PROJECT OFFICE                   | \$436.00    | MTHS |          | 8         |          | \$0      | \$3,488  | \$0      | \$3,488  |           |
| TOILETS                          | \$575.00    | MTHS |          | 8.0       |          | \$0      | \$4,600  | \$0      | \$4,600  |           |
| TEMP. LIGHTING                   | \$2,500.00  | LS   |          | 1.0       |          | \$0      | \$2,500  | \$0      | \$2,500  |           |
| TRAFFIC CONTROL                  | \$6,500.00  | LS   |          | 1.0       |          | \$0      | \$6,500  | \$0      | \$6,500  |           |
| DEWATERING OPERATION             |             |      |          |           |          | \$0      | \$0      | \$0      | \$0      |           |
| HOISTING/CRANING/OFF LOADING     | \$5,000.00  | LS   |          | 1.0       |          | \$0      | \$5,000  | \$0      | \$5,000  |           |
| TRASH BIN                        | \$1,500.00  | MTHS |          | 8.0       |          | \$0      | \$12,000 | \$0      | \$12,000 |           |
| STREET CLEANING                  | \$425.00    | MTHS |          | 8.0       |          | \$0      | \$3,400  | \$0      | \$3,400  |           |
| DUST CONTROL                     | \$750.00    | MTHS |          | 8.0       |          | \$0      | \$6,000  | \$0      | \$6,000  |           |
| EROSION & SEDIMENT CONTROL (MAIN | \$500.00    | MTHS |          | 8.0       |          | \$0      | \$4,000  | \$0      | \$4,000  |           |
|                                  |             |      |          |           |          |          |          |          |          | \$47,488  |

| Description                                                                | Unit            | Site     | C&S      | TI       | Site     | C&S       | TI       | Total     | Division    |
|----------------------------------------------------------------------------|-----------------|----------|----------|----------|----------|-----------|----------|-----------|-------------|
| Cost                                                                       | Unit            | Quantity | Quantity | Quantity | Subtotal | Subtotal  | Subtotal | Total     | Total       |
| <b>BID PACKAGE #1 - HANDRAIL &amp; MISC ARCHITECTURAL METALS</b>           |                 |          |          |          |          |           |          |           |             |
| Division 5 - Metals                                                        |                 |          |          |          |          |           |          |           | \$49,689    |
| <b>ARCHITECTURAL STEEL</b>                                                 |                 |          |          |          |          |           |          |           |             |
| HANDRAILS & GUARDRAILS                                                     | \$135.00 LF     |          | 215      |          | \$0      | \$29,025  | \$0      | \$29,025  |             |
| AWNINGS EXTERIOR                                                           | \$1.50 LBS      |          | 13,776   |          | \$0      | \$20,664  | \$0      | \$20,664  |             |
|                                                                            |                 |          |          |          |          |           |          |           | \$49,689    |
| <b>BID PACKAGE #2 - GENERAL CARPENTRY</b>                                  |                 |          |          |          |          |           |          |           |             |
| Division 6 - Wood & Plastic                                                |                 |          |          |          |          |           |          |           | \$130,556   |
| <b>ROUGH CARPENTRY</b>                                                     |                 |          |          |          |          |           |          |           |             |
|                                                                            |                 |          |          |          | \$0      | \$0       | \$0      | \$0       | \$0         |
|                                                                            |                 |          |          |          |          |           |          |           | \$0         |
| <b>BID PACKAGE #3 - MILLWORK &amp; CABINETRY</b>                           |                 |          |          |          |          |           |          |           |             |
| Division 6 - Wood & Plastic                                                |                 |          |          |          |          |           |          |           |             |
| <b>FINISH CARPENTRY</b>                                                    |                 |          |          |          |          |           |          |           |             |
| CABINETRY-SUBCONTRACTOR QUOTE                                              | \$130,556.00 LS |          | 1        |          | \$0      | \$130,556 | \$0      | \$130,556 | \$130,556   |
|                                                                            |                 |          |          |          |          |           |          |           |             |
| <b>BID PACKAGE #4 - INSULATION</b>                                         |                 |          |          |          |          |           |          |           |             |
| Division 7 - Thermal & Moisture Protection                                 |                 |          |          |          |          |           |          |           | \$43,799    |
| <b>INSULATION</b>                                                          |                 |          |          |          |          |           |          |           |             |
| R-11 SOUND BATT                                                            | \$0.50 SF       |          | 71,598   |          | \$0      | \$35,799  | \$0      | \$35,799  | \$35,799    |
|                                                                            |                 |          |          |          |          |           |          |           |             |
| <b>BID PACKAGE #5 - CAULKING</b>                                           |                 |          |          |          |          |           |          |           |             |
| Division 7 - Thermal & Moisture Protection                                 |                 |          |          |          |          |           |          |           |             |
| <b>CAULKING</b>                                                            |                 |          |          |          |          |           |          |           |             |
| CAULKING                                                                   | \$8,000.00 LS   |          | 1        |          | \$0      | \$8,000   | \$0      | \$8,000   | \$8,000     |
|                                                                            |                 |          |          |          |          |           |          |           |             |
| <b>BID PACKAGE #6 - INTERIOR DOORS, FRAMES &amp; HARDWARE</b>              |                 |          |          |          |          |           |          |           |             |
| Division 8 - Doors & Windows                                               |                 |          |          |          |          |           |          |           | \$155,650   |
| <b>DOORS, FRAMES &amp; HARDWARE</b>                                        |                 |          |          |          |          |           |          |           |             |
| ALL INTERIOR DOORS-SUBCONT QUOTE                                           | \$155,650.00 LS |          | 1        |          |          | \$155,650 | \$0      | \$155,650 | \$155,650   |
|                                                                            |                 |          |          |          |          |           |          |           |             |
| <b>BID PACKAGE #7 - SECTIONAL &amp; COILING OVERHEAD DOORS</b>             |                 |          |          |          |          |           |          |           |             |
| Division 8 - Doors & Windows                                               |                 |          |          |          |          |           |          |           |             |
| <b>SECTIONAL &amp; COILING DOORS</b>                                       |                 |          |          |          |          |           |          |           |             |
|                                                                            |                 |          |          |          | \$0      | \$0       | \$0      | \$0       | \$0         |
|                                                                            |                 |          |          |          |          |           |          |           | \$0         |
| <b>BID PACKAGE #8 - GYPSUM WALL SYSTEMS &amp; ACOUSTICAL TILE CEILINGS</b> |                 |          |          |          |          |           |          |           |             |
| Division 9 - Finishes                                                      |                 |          |          |          |          |           |          |           | \$1,078,027 |
| <b>FRAMING &amp; DRYWALL</b>                                               |                 |          |          |          |          |           |          |           |             |
| GYPSUM WALLS & CEILINGS SUB QUOTE                                          | \$461,400.00 LS |          | 1        |          | \$0      | \$461,400 | \$0      | \$461,400 |             |
|                                                                            |                 |          |          |          |          |           |          |           |             |
| <b>ACOUSTICAL CEILING SYSTEMS</b>                                          |                 |          |          |          |          |           |          |           |             |
| AC TILE CEILING SUB QUOTE                                                  | \$130,800.00 LS |          | 1        |          | \$0      | \$130,800 | \$0      | \$130,800 |             |
|                                                                            |                 |          |          |          |          |           |          |           | \$592,200   |
| <b>BID PACKAGE #9 - CERAMIC TILE WALL/FLOOR &amp; GRANITE COUNTERTOPS</b>  |                 |          |          |          |          |           |          |           |             |
| Division 9 - Finishes                                                      |                 |          |          |          |          |           |          |           |             |
| <b>CERAMIC TILE FLOORS &amp; WALLS/GRANITE TOPS</b>                        |                 |          |          |          |          |           |          |           |             |
| CERAMIC FLOOR TILE                                                         | \$10.00 SF      |          | 1,680    |          | \$0      | \$16,800  | \$0      | \$16,800  |             |
| CERAMIC WALL TILE                                                          | \$12.00 SF      |          | 4,080    |          | \$0      | \$48,960  | \$0      | \$48,960  |             |
|                                                                            |                 |          |          |          |          |           |          |           |             |
| GRANITE COUNTER TOPS                                                       | \$65.00 SF      |          | 560      |          | \$0      | \$36,400  | \$0      | \$36,400  |             |
|                                                                            |                 |          |          |          |          |           |          |           | \$102,160   |



|                                                                      | Unit         |      | Site     | C&S      | TI       | Site     | C&S       | TI       |           | Division    |
|----------------------------------------------------------------------|--------------|------|----------|----------|----------|----------|-----------|----------|-----------|-------------|
| Description                                                          | Cost         | Unit | Quantity | Quantity | Quantity | Subtotal | Subtotal  | Subtotal | Total     | Total       |
| <b>BID PACKAGE # 10 - FLOOR COVERINGS</b>                            |              |      |          |          |          |          |           |          |           |             |
| Division 6 - Finish                                                  |              |      |          |          |          |          |           |          |           |             |
| <b>FLOOR COVERINGS</b>                                               |              |      |          |          |          |          |           |          |           |             |
| FLOOR COVERINGS- SUB QUOTE                                           | \$302,922.00 | LS   |          | 1        |          | \$0      | \$302,922 | \$0      | \$302,922 | \$302,922   |
|                                                                      |              |      |          |          |          |          |           |          |           |             |
| <b>BID PACKAGE # 11 - PAINTING &amp; WALL COVERINGS</b>              |              |      |          |          |          |          |           |          |           |             |
| Division 9 - Finish                                                  |              |      |          |          |          |          |           |          |           |             |
| <b>PAINT &amp; WALL COVERING</b>                                     |              |      |          |          |          |          |           |          |           |             |
| INTERIOR WALLS                                                       | \$0.50       | SF   |          | 135,248  |          | \$0      | \$67,624  | \$0      | \$67,624  |             |
| INTERIOR CEILINGS                                                    | \$0.50       | SF   |          | 2,522    |          | \$0      | \$1,261   | \$0      | \$1,261   |             |
| HM DOORS & FRAMES                                                    | \$55.00      | EA   |          | 137      |          | \$0      | \$7,535   | \$0      | \$7,535   |             |
| MISC TRIM                                                            | \$1.55       | LF   |          | 1,500    |          | \$0      | \$2,325   | \$0      | \$2,325   | \$78,745    |
|                                                                      |              |      |          |          |          |          |           |          |           |             |
| <b>BID PACKAGE # 12 - RESTROOM ACCESSORIES, FIRE EXTINGUISHERS</b>   |              |      |          |          |          |          |           |          |           | \$46,625    |
| Division 10 - Specialties                                            |              |      |          |          |          |          |           |          |           |             |
| <b>SPECIALTIES</b>                                                   |              |      |          |          |          |          |           |          |           |             |
| TOILET PARTITIONS                                                    | \$9,975.00   | LS   |          | 1        |          | \$0      | \$9,975   | \$0      | \$9,975   |             |
| TOILET ACCESSORIES                                                   | \$625.00     | EA   |          | 10       |          | \$0      | \$6,250   | \$0      | \$6,250   |             |
| FIRE EXTINGUISHERS                                                   | \$150.00     | EA   |          | 36       |          | \$0      | \$5,400   | \$0      | \$5,400   |             |
|                                                                      |              |      |          |          |          | \$0      | \$0       | \$0      | \$0       | \$21,625    |
|                                                                      |              |      |          |          |          |          |           |          |           |             |
| <b>BID PACKAGE # 13 - LOCKERS</b>                                    |              |      |          |          |          |          |           |          |           | \$25,000    |
| Division 10 - Specialties                                            |              |      |          |          |          |          |           |          |           |             |
| <b>LOCKERS</b>                                                       |              |      |          |          |          |          |           |          |           |             |
| LOCKERS                                                              | \$25,000.00  | LS   |          | 1        |          | \$0      | \$25,000  | \$0      | \$25,000  | \$25,000    |
|                                                                      |              |      |          |          |          |          |           |          |           |             |
| <b>BID PACKAGE # 14 - ACCESS FLOORING &amp; OPERABLE WALL SYSTEM</b> |              |      |          |          |          |          |           |          |           | \$739,518   |
| Division 42 - Special Construction                                   |              |      |          |          |          |          |           |          |           |             |
| <b>ACCESS FLOORING</b>                                               |              |      |          |          |          |          |           |          |           |             |
| ACCESS FLOORING SUB QUOTE                                            | \$739,518.00 | LS   |          | 1        |          | \$0      | \$739,518 | \$0      | \$739,518 | \$739,518   |
|                                                                      |              |      |          |          |          |          |           |          |           |             |
| <b>BID PACKAGE # 15 - WINDOW COVERINGS</b>                           |              |      |          |          |          |          |           |          |           | \$31,700    |
| Division 42 - Special Construction                                   |              |      |          |          |          |          |           |          |           |             |
| <b>WINDOW COVERINGS</b>                                              |              |      |          |          |          |          |           |          |           |             |
| PETRA BUDGET                                                         | \$100.00     | EA   |          | 161      |          | \$0      | \$16,100  | \$0      | \$16,100  | \$16,100    |
|                                                                      |              |      |          |          |          |          |           |          |           |             |
| <b>BID PACKAGE # 16 - OPERABLE PARTITIONS</b>                        |              |      |          |          |          |          |           |          |           |             |
| Division 42 - Special Construction                                   |              |      |          |          |          |          |           |          |           |             |
| <b>OPERABLE PARTITIONS</b>                                           |              |      |          |          |          |          |           |          |           |             |
| OPERABLE WALL PARTITION SUB QUOTE                                    | \$15,600.00  | LS   |          | 1        |          | \$0      | \$15,600  | \$0      | \$15,600  | \$15,600    |
|                                                                      |              |      |          |          |          |          |           |          |           |             |
| <b>BID PACKAGE # 17 - AUDIO VISUAL SYSTEMS</b>                       |              |      |          |          |          |          |           |          |           |             |
| Division 42 - Special Construction                                   |              |      |          |          |          |          |           |          |           |             |
| <b>AUDIO VISUAL</b>                                                  |              |      |          |          |          |          |           |          |           |             |
|                                                                      |              |      |          |          |          |          |           |          |           |             |
| <b>BID PACKAGE # 18 - FIRE SUPPRESSION SYSTEMS</b>                   |              |      |          |          |          |          |           |          |           | \$3,937,000 |
| Division 45 - Mechanical                                             |              |      |          |          |          |          |           |          |           |             |
| <b>FIRE PROTECTION</b>                                               |              |      |          |          |          |          |           |          |           |             |
| SUBCONTRACTOR QUOTE                                                  | \$305,000.00 | LS   |          | 1        |          | \$0      | \$305,000 | \$0      | \$305,000 |             |
|                                                                      |              |      |          |          |          | \$0      | \$0       | \$0      | \$0       | \$305,000   |
|                                                                      |              |      |          |          |          |          |           |          |           |             |
| <b>BID PACKAGE # 19 - PLUMBING SYSTEMS</b>                           |              |      |          |          |          |          |           |          |           |             |
| Division 45 - Mechanical                                             |              |      |          |          |          |          |           |          |           |             |
| <b>PLUMBING</b>                                                      |              |      |          |          |          |          |           |          |           |             |
| PLUMBING QUOTE                                                       | \$387,000.00 | LS   |          | 1        |          | \$0      | \$387,000 | \$0      | \$387,000 |             |
| WET SIDE MECHANICAL QUOTE                                            | \$895,000.00 | LS   |          | 1        |          | \$0      | \$895,000 | \$0      | \$895,000 |             |
|                                                                      |              |      |          |          |          |          |           |          |           | \$1,282,000 |



# CITY HALL FUNDING STATUS PREPARED 2/26/07

## CITY HALL BUDGET

|               | AMOUNT              | FUND |
|---------------|---------------------|------|
| FY2002        | \$10,000            | 01   |
| FY2003        | \$75,000            | 01   |
| FY2004        | \$50,000            | 55   |
| FY2005        | \$74,800            | 55   |
| FY2006        | \$4,500,000         | 55   |
| FY2006        | \$4,500,000         | 60   |
| FY2007        | \$7,000,000         | 55   |
| TOTAL TO DATE | <u>\$16,209,800</u> |      |

|                         |                    |
|-------------------------|--------------------|
| Spent to Date 1/31/2007 | <u>\$4,809,506</u> |
|-------------------------|--------------------|

|                    |              |
|--------------------|--------------|
| REMAINING BUDGETED | \$11,400,294 |
|--------------------|--------------|

## ADDITIONAL AVAILABLE FUNDS

CAPITAL IMPROVEMENT FUND

Since Building Permit  
Sales Dropped so  
Significantly the CIP  
Fund may be in the red  
by up to \$1.5 million

UNRESERVED GENERAL FUND

\$16,467,291

MINUS CIP DEFICIT

\$1,500,000

MINUS 3 MO OPERATING RESERVE

-\$6,000,000

AVAILABLE

\$11,967,291

12m

## Meridian City Hall

60,000 sf facility

7/13/2004

### Opinion of project budget

|                          |                  |
|--------------------------|------------------|
| Construction Cost        | \$ 7,500,000.00  |
| Land purchase-(3 acres)  | \$ 3,200,000.00  |
| Planning & Zoning Fees   | \$ 5,000.00      |
| Geotechnical Fees        | \$ 15,000.00     |
| A/E Fees                 | \$ 600,000.00    |
| Legal Fees               | \$ 25,000.00     |
| Project Testing          | \$ 25,000.00     |
| Permit/Plan Check Fees   | \$ 25,000.00     |
| ACHD Impact Office       | \$ 104,940.00    |
| ACHD Impact Retail       | NA               |
| Water Connection Fees    | \$ 5,000.00      |
| Sewer Connection Fees    | \$ 10,000.00     |
| Idaho Power Engineering  | \$ 3,500.00      |
| Idaho Power Connection   | \$ 10,000.00     |
| Telephone Service        | \$ 5,000.00      |
| Gas Service              | \$ -             |
| Signage                  | \$ 10,000.00     |
| Builder's Risk Insurance | \$ 5,000.00      |
| Survey Work              | \$ 6,500.00      |
| Reproductions            | \$ 3,500.00      |
| Artwork                  | \$ 75,000.00     |
| FF&E                     | \$ 1,500,000.00  |
| Bidding Contingency      | \$ 375,000.00    |
| Construction Contingency | \$ 375,000.00    |
| Total project budget:    | \$ 13,883,440.00 |

Factors which could affect cost include location factors, condition of the site, zoning and environmental regulations, quality of materials, size of project, season on the year, contractor management, weather, building code requirements, and the marketplace availability of skilled labor and building materials. Substitute materials and construction methods may have to be employed, and these may increase the installed cost and/or life cycle costs. Such factors are difficult to evaluate and cannot be accurately predicted at this time. A bidding contingency budget line item has been included in the figures above to address variances in bidding and marketplace conditions.

ZGA Architects and Planners, Chartered cannot guarantee or warranty the accuracy, correctness, value and sufficiency of the information contained herein.

change order  
'remove diesel fuel' \$82 per cubic yard  
at same time as 82-83,000

Phone System  
IT hardware  
Security System  
furniture  
filing system

|             |     |                          |              | \$14,422,988 |              |             |        |        |        |        |
|-------------|-----|--------------------------|--------------|--------------|--------------|-------------|--------|--------|--------|--------|
| CODE        | NO. | DESCRIPTION              |              | TOTAL        | SUB #1       | BID #1      | SUB #2 | BID #2 | SUB #3 | BID #3 |
| \$0         |     | GENERAL CONDITIONS       | 0.0%         |              |              |             |        |        |        |        |
|             |     | SUPERVISION/PERSONNEL    |              | \$0          |              |             |        |        |        |        |
|             |     | ADMINISTRATION           |              | \$0          |              |             |        |        |        |        |
|             |     | GENERAL EXPENCES         |              | \$0          |              |             |        |        |        |        |
|             |     | DESIGN                   |              |              |              |             |        |        |        |        |
|             |     | CLEAN UP                 |              | \$0          |              |             |        |        |        |        |
| CODE        | NO. | DESCRIPTION              | SUB          | TOTAL        |              |             |        |        |        |        |
| \$18,000    |     | DIVISION 01 DIRECT COSTS |              |              |              |             |        |        |        |        |
|             |     | Final Clean              | Petra Budget | \$18,000     | Petra Budget | \$18,000    |        |        |        |        |
|             |     | Steam Cleaning           |              | \$0          |              |             |        |        |        |        |
|             |     | Power Wash               |              | \$0          |              |             |        |        |        |        |
|             |     | Weekly Clean-up          | Petra Budget | \$10,480     | Petra Budget | \$10,480    |        |        |        |        |
|             |     | Dumpster                 | Petra Budget | \$8,040      | Petra Budget | \$8,040     |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
| CODE        | NO. | DESCRIPTION              | SUB          | TOTAL        |              |             |        |        |        |        |
| \$1,691,131 |     | DIVISION 02 SITE         |              |              |              |             |        |        |        |        |
| 02300       |     | Earthwork                |              | \$0          |              |             |        |        |        |        |
| 02740       |     | Asphalt Concrete Paving  |              | \$0          |              |             |        |        |        |        |
| 02850       |     | Site Improvements        | HatchMueller | \$1,500,000  | HatchMueller | \$1,500,000 |        |        |        |        |
|             |     | De-Watering              | Budget       | \$50,000     | Budget       | \$50,000    |        |        |        |        |
|             |     | Piers                    | Budget       | \$6,750      | Budget       | 6750        |        |        |        |        |
|             |     | Footings-FND-Bkfill      | Budget       | \$12,989     | Budget       | 12989       |        |        |        |        |
|             |     | Basement Ex              | Budget       | \$52,604     | Budget       | 52604       |        |        |        |        |
|             |     | Dust Control             | Budget       | \$1,010      | Budget       | 1010        |        |        |        |        |
|             |     | Erosion Control          | Budget       | \$2,020      | Budget       | 2020        |        |        |        |        |
|             |     | Bldg Pad                 | Budget       | \$2,397      | Budget       | 2397        |        |        |        |        |
|             |     | SOG Base                 | Budget       | \$8,499      | Budget       | 8499        |        |        |        |        |
|             |     | Sewer & Water            | Budget       | \$14,862     | Budget       | 14862       |        |        |        |        |
|             |     | Fire Main Loop           | Budget       | \$40,000     | Budget       | 40000       |        |        |        |        |
|             |     |                          |              |              |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
| CODE        | NO. | DESCRIPTION              | SUB          | TOTAL        |              |             |        |        |        |        |

Budget  
from  
yesterday

004519

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|             |     |                          |              | \$14,422,988 |              |             |        |        |        |        |
|-------------|-----|--------------------------|--------------|--------------|--------------|-------------|--------|--------|--------|--------|
| CODE        | NO. | DESCRIPTION              |              | TOTAL        | SUB #1       | BID #1      | SUB #2 | BID #2 | SUB #3 | BID #3 |
| \$0         |     | GENERAL CONDITIONS       | 0.0%         |              |              |             |        |        |        |        |
|             |     | SUPERVISION/PERSONNEL    |              | \$0          |              |             |        |        |        |        |
|             |     | ADMINISTRATION           |              | \$0          |              |             |        |        |        |        |
|             |     | GENERAL EXPENCES         |              | \$0          |              |             |        |        |        |        |
|             |     | DESIGN                   |              |              |              |             |        |        |        |        |
|             |     | CLEAN UP                 |              | \$0          |              |             |        |        |        |        |
| CODE        | NO. | DESCRIPTION              | SUB          | TOTAL        |              |             |        |        |        |        |
| \$18,000    |     | DIVISION 01 DIRECT COSTS |              |              |              |             |        |        |        |        |
|             |     | Final Clean              | Petra Budget | \$18,000     | Petra Budget | \$18,000    |        |        |        |        |
|             |     | Steam Cleaning           |              | \$0          |              |             |        |        |        |        |
|             |     | Power Wash               |              | \$0          |              |             |        |        |        |        |
|             |     | Weekly Clean-up          | Petra Budget | \$10,480     | Petra Budget | \$10,480    |        |        |        |        |
|             |     | Dumpster                 | Petra Budget | \$8,040      | Petra Budget | \$8,040     |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
| CODE        | NO. | DESCRIPTION              | SUB          | TOTAL        |              |             |        |        |        |        |
| \$1,691,131 |     | DIVISION 02 SITE         |              |              |              |             |        |        |        |        |
| 02300       |     | Earthwork                |              | \$0          |              |             |        |        |        |        |
| 02740       |     | Asphalt Concrete Paving  |              | \$0          |              |             |        |        |        |        |
| 02850       |     | Site Improvements        | HatchMueller | \$1,500,000  | HatchMueller | \$1,500,000 |        |        |        |        |
|             |     | De-Watering              | Budget       | \$50,000     | Budget       | \$50,000    |        |        |        |        |
|             |     | Piers                    | Budget       | \$6,750      | Budget       | 6750        |        |        |        |        |
|             |     | Footings-FND-Bkfill      | Budget       | \$12,989     | Budget       | 12989       |        |        |        |        |
|             |     | Basement Ex              | Budget       | \$52,604     | Budget       | 52604       |        |        |        |        |
|             |     | Dust Control             | Budget       | \$1,010      | Budget       | 1010        |        |        |        |        |
|             |     | Erosion Control          | Budget       | \$2,020      | Budget       | 2020        |        |        |        |        |
|             |     | Bldg Pad                 | Budget       | \$2,397      | Budget       | 2397        |        |        |        |        |
|             |     | SOG Base                 | Budget       | \$8,499      | Budget       | 8499        |        |        |        |        |
|             |     | Sewer & Water            | Budget       | \$14,862     | Budget       | 14862       |        |        |        |        |
|             |     | Fire Main Loop           | Budget       | \$40,000     | Budget       | 40000       |        |        |        |        |
|             |     |                          |              |              |              |             |        |        |        |        |
|             |     |                          |              | \$0          |              |             |        |        |        |        |
| CODE        | NO. | DESCRIPTION              | SUB          | TOTAL        |              |             |        |        |        |        |

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|           |     |                                    |              |             |                |             |              |             |              |             |
|-----------|-----|------------------------------------|--------------|-------------|----------------|-------------|--------------|-------------|--------------|-------------|
| \$461,861 |     | DIVISION 03 CONCRETE               |              |             |                |             |              |             |              |             |
| 03300     |     | Cast-In-Place Concrete Budget      | Concept Bud  | \$461,861   | Concept Bud    | \$461,861   | Petra Budget | \$678,452   |              |             |
|           |     |                                    |              |             |                |             |              |             |              |             |
|           |     |                                    |              |             |                |             |              |             |              |             |
|           |     |                                    |              | \$0         |                |             |              |             |              |             |
|           |     |                                    |              | \$0         |                |             |              |             |              |             |
|           |     |                                    |              | \$0         |                |             |              |             |              |             |
|           |     | Concrete Accessories               |              | \$0         |                |             |              |             |              |             |
| CODE      | NO. | DESCRIPTION                        | SUB          | TOTAL       |                |             |              |             |              |             |
| \$0       |     | DIVISION 04 MASONRY                |              |             |                |             |              |             |              |             |
|           |     | Brick & Stone Budget               |              | \$1,606,620 | Pete Mickelsen | \$4,230,000 | Concept Bud  | \$1,606,620 | Petra Budget | \$1,646,913 |
|           |     |                                    |              |             |                |             |              |             |              |             |
|           |     |                                    |              | \$0         |                |             |              |             |              |             |
| CODE      | NO. | DESCRIPTION                        | SUB          | TOTAL       |                |             |              |             |              |             |
| \$0       |     | DIVISION 05 STEEL                  |              |             |                |             |              |             |              |             |
| 05500     |     | Structural Steel & Erection        | Petra Budget | \$1,570,005 | Petra Budget   | \$1,570,005 |              |             |              |             |
| 05501     |     | Arch Railings                      | Petra Budget | \$4,725     | Petra Budget   | \$4,725     |              |             |              |             |
| 05500     |     |                                    |              | \$0         |                |             |              |             |              |             |
| 05501     |     |                                    |              | \$0         |                |             |              |             |              |             |
| 05500     |     |                                    |              | \$0         |                |             |              |             |              |             |
| 05501     |     |                                    |              | \$0         |                |             |              |             |              |             |
|           |     |                                    |              | \$0         |                |             |              |             |              |             |
|           |     |                                    |              | \$0         |                |             |              |             |              |             |
|           |     |                                    |              | \$0         |                |             |              |             |              |             |
| CODE      | NO. | DESCRIPTION                        | SUB          | TOTAL       |                |             |              |             |              |             |
| \$129,200 |     | DIVISION 06 WOOD/PLASTIC           |              |             |                |             |              |             |              |             |
| 06100     |     | Rough Carpentry - Mtl              | Petra Budget | \$93,401    | Petra Budget   | \$93,401    |              |             |              |             |
| 06100     |     | Rough Carpentry - Labor            |              | \$0         |                |             |              |             |              |             |
| 06400     |     | Architectural Woodwork - Mtl       |              | \$0         |                |             |              |             |              |             |
| 06400     |     | Architectural Woodwork - Labor     |              | \$0         |                |             |              |             |              |             |
| 06800     |     | Finish Carpentry                   | Petra Budget | \$35,799    | Petra Budget   | \$35,799    |              |             |              |             |
|           |     |                                    |              | \$0         |                |             |              |             |              |             |
|           |     |                                    |              | \$0         |                |             |              |             |              |             |
| CODE      | NO. | DESCRIPTION                        | SUB          | TOTAL       |                |             |              |             |              |             |
| \$424,134 |     | DIVISION 07 MOISTURE PROTECTION    |              |             |                |             |              |             |              |             |
| 07311     |     | Insulation                         | Petra Budget | \$37,854    | Petra Budget   | \$37,854    |              |             |              |             |
| 07322     |     | Caulking & Waterproofing           | Petra Budget | \$15,570    | Petra Budget   | \$15,570    |              |             |              |             |
| 07511     |     | Metal & TPO Roofing & Fireproofing | Petra Budget | \$334,911   | Petra Budget   | \$334,911   |              |             |              |             |
|           |     | Sound Batt Insulation              | Petra Budget | \$35,799    | Petra Budget   | \$35,799    |              |             |              |             |
|           |     |                                    |              | \$0         |                |             |              |             |              |             |
|           |     |                                    |              | \$0         |                |             |              |             |              |             |
|           |     |                                    |              | \$0         |                |             |              |             |              |             |
|           |     |                                    |              | \$0         |                |             |              |             |              |             |

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|             |     |                                  |              | \$0       |              |           |  |  |  |
|-------------|-----|----------------------------------|--------------|-----------|--------------|-----------|--|--|--|
|             |     |                                  |              | \$0       |              |           |  |  |  |
|             |     |                                  |              | \$0       |              |           |  |  |  |
|             |     |                                  |              | \$0       |              |           |  |  |  |
| CODE        | NO. | DESCRIPTION                      | SUB          | TOTAL     |              |           |  |  |  |
| \$476,478   |     | DIVISION 08 DOORS & WINDOWS      |              |           |              |           |  |  |  |
| 08110       |     | Doors Frames & Hardware          | Petra Budget | \$30,900  | Petra Budget | \$30,900  |  |  |  |
| 08210       |     | Storefront, Curtainwall, Glazing | Petra Budget | \$329,128 | Petra Budget | \$329,128 |  |  |  |
| 08400       |     | Wood Doors                       | Petra Budget | \$116,450 | Petra Budget | \$116,450 |  |  |  |
|             |     |                                  |              | \$0       |              |           |  |  |  |
|             |     |                                  |              | \$0       |              |           |  |  |  |
| CODE        | NO. | DESCRIPTION                      | SUB          | TOTAL     |              |           |  |  |  |
| \$1,133,865 |     | DIVISION 09 FINISHES             |              |           |              |           |  |  |  |
|             |     |                                  |              | \$0       |              |           |  |  |  |
| 09250       |     | Gypsum Board Systems             | Petra Budget | \$297,694 | Petra Budget | \$297,694 |  |  |  |
| 09510       |     | Acoustical Ceiling & Inter Fram  | Petra Budget | \$486,911 | Petra Budget | \$486,911 |  |  |  |
|             |     |                                  |              | \$0       |              |           |  |  |  |
|             |     |                                  |              | \$0       |              |           |  |  |  |
| 09300       |     | Tile Floors                      | Petra Budget | \$16,800  | Petra Budget | \$16,800  |  |  |  |
| 09660       |     | Tile Walls                       | Petra Budget | \$48,960  | Petra Budget | \$48,960  |  |  |  |
| 09668       |     | Carpet                           | Petra Budget | \$168,161 | Petra Budget | \$168,161 |  |  |  |
|             |     | Granite Tops                     | Petra Budget | \$36,400  | Petra Budget | \$36,400  |  |  |  |
| 09900       |     | Painting                         | Petra Budget | \$78,939  | Petra Budget | \$78,939  |  |  |  |
| 09950       |     | Wall Covering                    | Petra Budget | \$0       | Petra Budget |           |  |  |  |
| CODE        | NO. | DESCRIPTION                      | SUB          | TOTAL     |              |           |  |  |  |
| \$21,625    |     | DIVISION 10 SPECIALTIES          |              |           |              |           |  |  |  |
| 10160       |     | Toilet Partitions - Mtl          | Petra Budget | \$9,975   | Petra Budget | \$9,975   |  |  |  |
| 10160       |     | Toilet Partitions - Labor        | N/A          | \$0       | N/A          |           |  |  |  |
| 10260       |     | Wall Bumpers - Mtl               |              | \$0       |              |           |  |  |  |
| 10260       |     | Wall Bumpers - Labor             |              | \$0       |              |           |  |  |  |
| 10800       |     | Toilet Accessories - Mtl         |              | \$0       |              |           |  |  |  |
| 10800       |     | Toilet Accessories - Labor       | Petra Budget | \$6,250   | Petra Budget | \$6,250   |  |  |  |
|             |     | Fire Extinguishers               |              | \$5,400   | Petra Budget | \$5,400   |  |  |  |
| CODE        | NO. | DESCRIPTION                      | SUB          | TOTAL     |              |           |  |  |  |
| \$5,000     |     | DIVISION 11 EQUIPMENT            |              |           |              |           |  |  |  |
| 11160       |     | Loading Dock Equipment           | Plug         | \$5,000   | Plug         | \$5,000   |  |  |  |
|             |     |                                  |              | \$0       |              |           |  |  |  |
|             |     | Tube Cart Corral                 |              | \$0       |              |           |  |  |  |
|             |     |                                  |              | \$0       |              |           |  |  |  |
|             |     |                                  |              | \$0       |              |           |  |  |  |
|             |     |                                  |              | \$0       |              |           |  |  |  |
| CODE        | NO. | DESCRIPTION                      | SUB          | TOTAL     |              |           |  |  |  |
| \$467,253   |     | DIVISION 13 SPECIAL CONSTRUCTION |              |           |              |           |  |  |  |
| 13283       |     | Access Floor @ \$6.50            | Petra Budget | \$467,253 | Petra Budget | \$467,253 |  |  |  |
| 13287       |     |                                  | N/A          | \$0       | N/A          | \$0       |  |  |  |

004522

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|             |            |                                      |              |                     |              |             |              |             |  |
|-------------|------------|--------------------------------------|--------------|---------------------|--------------|-------------|--------------|-------------|--|
| 13750       |            |                                      |              | \$0                 |              |             |              |             |  |
|             |            |                                      |              | \$0                 |              |             |              |             |  |
| <b>CODE</b> | <b>NO.</b> | <b>DESCRIPTION</b>                   | <b>SUB</b>   | <b>TOTAL</b>        |              |             |              |             |  |
| \$156,000   |            | <b>DIVISION 14 CONVEYING SYSTEMS</b> |              |                     |              |             |              |             |  |
|             | 3          | Hydraulic Elevator                   | Concept Bud  | \$156,000           | Concept Bud  | \$156,000   | Petra Budget | \$156,675   |  |
|             |            |                                      |              | \$0                 |              |             |              |             |  |
|             |            |                                      |              | \$0                 |              |             |              |             |  |
|             |            |                                      |              | \$0                 |              |             |              |             |  |
|             |            |                                      |              | \$0                 |              |             |              |             |  |
| <b>CODE</b> | <b>NO.</b> | <b>DESCRIPTION</b>                   | <b>SUB</b>   | <b>TOTAL</b>        |              |             |              |             |  |
| \$2,824,000 |            | <b>DIVISION 15 MECHANICAL</b>        |              |                     |              |             |              |             |  |
|             | Div 15     | Fire Protection                      | Engineer Est | \$204,000           | Engineer Est | \$204,000   | Petra Budget | \$308,074   |  |
|             | Div 15     | Plumbing                             | Engineer Est | \$470,000           | Engineer Est | \$470,000   |              |             |  |
|             | Div 15     | HVAC                                 | Engineer Est | \$2,150,000         | Engineer Est | \$2,150,000 |              |             |  |
|             |            | Test & Balance                       |              | \$0                 |              |             |              |             |  |
| <b>CODE</b> | <b>NO.</b> | <b>DESCRIPTION</b>                   | <b>SUB</b>   | <b>TOTAL</b>        |              |             |              |             |  |
| \$2,275,710 |            | <b>DIVISION 16 ELECTRICAL</b>        |              |                     |              |             |              |             |  |
|             | Div 16     | Electrical                           | Petra Budget | \$2,275,710         | Engineer Est | \$3,025,000 | Petra Budget | \$2,275,710 |  |
|             |            |                                      |              | \$0                 |              |             |              |             |  |
|             |            |                                      |              | \$0                 |              |             |              |             |  |
|             |            |                                      |              | \$0                 |              |             |              |             |  |
|             |            |                                      |              | \$0                 |              |             |              |             |  |
| <b>CODE</b> | <b>NO.</b> | <b>DESCRIPTION</b>                   |              | <b>TOTAL</b>        |              |             |              |             |  |
| \$0         |            | <b>PERMITS / FEES</b>                |              |                     |              |             |              |             |  |
|             |            | BUILDING PERMIT                      | nic          |                     |              |             |              |             |  |
|             |            |                                      |              |                     |              |             |              |             |  |
|             |            |                                      |              |                     |              |             |              |             |  |
|             |            |                                      |              |                     |              |             |              |             |  |
|             |            |                                      |              |                     |              |             |              |             |  |
| <b>CODE</b> | <b>NO.</b> | <b>DESCRIPTION</b>                   |              | <b>TOTAL</b>        |              |             |              |             |  |
| \$132,607   |            | <b>BONDS/INSURANCE</b>               |              |                     |              |             |              |             |  |
|             |            | LIABILITY INSURANCE                  |              | \$35,203            |              |             |              |             |  |
|             |            | BUILDERS RISK INSURANCE              |              |                     |              |             |              |             |  |
|             |            | BOND                                 |              | \$97,404            |              |             |              |             |  |
|             |            | <b>SUBTOTAL</b>                      |              | <b>\$13,416,733</b> | \$167.71     | \$134       |              |             |  |
|             |            | Security System Installation         |              |                     |              |             |              |             |  |
|             | 2.5        | CONTINGENCY                          |              | \$335,418.33        |              |             |              |             |  |
|             | 5          | OVERHEAD & PROFIT                    |              | \$670,837           |              |             |              |             |  |
|             |            | <b>TOTAL BID</b>                     |              | <b>\$14,422,988</b> |              |             |              |             |  |

004523

# WORKING BUDGETS

# PROJECT COMMUNICATION PLAN

**Section VI**

004525  
CM017094



9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

## CITY OF MERIDIAN CITY HALL PROJECT

### COMMUNICATIONS PLAN

Petra Incorporated understands that above all else, the success of a construction project is due to the level of communication between the participants and the understanding of the roles of each of the participants and how they can effectively interact with minimal confusion. Below is a diagram showing the basis lines of communication for the City Hall project.

The Construction Manager will have a direct line of communication with the City, the Design Team, the Testing and Inspection Consultants, and with all of the Contractors, Subcontractors, and Suppliers involved with this project.

Additional definitions of the forms of communications follow below:

#### City

Mayor & Council  
City Clerk  
Mayor's Construction Committee  
Ted Baird-City Attorney's Office  
Keith Watts-Purchasing

#### Design Team

Architect—LCA  
Steven Simmons  
Russ Moorehead  
Structural Engineer  
Mechanical Engineer  
Electrical Engineer  
Civil Engineer  
Site Designer  
Commissioning Agent  
LEED Consultant

#### Construction Manager

Petra, Inc.  
Wesley Bettis, Jon Anderson  
Prime Contractors  
Subcontractors  
Suppliers  
Inspection & Testing

II.) The City has a Direct Line of Communication with:

The Design Team  
The Construction Manager

The Primary Contacts for the City are Keith Watts—Purchasing Agent for the City and Ted Baird—Asst. City Attorney for all legal and contract matters.

The Design Team has a Direct Line of Communication with:

The City  
The Construction Manager  
All Design Consultants  
Commissioning Agent  
LEED Consultant

The Primary Contacts for the Design Team are Steve Simmons and/or Russ Moorehead -- LCA

The Construction Manager has a Direct Line of Communication with:

The Design Team  
The City  
All Prime Contractors (bidding and contracted)  
All Subcontractors (bidding and contracted)  
All Suppliers (bidding and contracted)  
All Utility Providers

The Primary Contacts for the Construction Manager are  
Wesley Bettis—Construction Manager/Project Engineer,  
Jon Anderson—Project Superintendent  
Pat Kershnik—Contract & Legal

**III). Communication Protocol:**

Since the communications plan is three way between the primary parties, it is recommended that all formal communication between any two primary parties, including letters, fax transmissions, e-mails, memos, bulletins and transmittals be copied to the third party so that all information is open and shared with the principal parties on this project to enhance and expedite communication and minimize any delays in the sharing of project specific information.

Contractual information between the Design Team and the City, and the Construction Manager and the City is not subject to the shared information recommendations and remains proprietary between the contracting parties, except as required by Idaho Public Works statutes.

The communication formats and tools are described in detail in the Construction Management plan and include a formal method of logging all sent and received correspondence during the course of the project, expect for



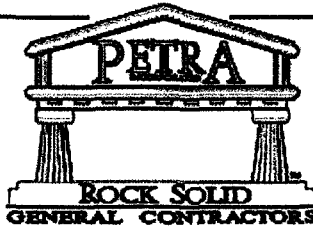
e-mails which are specific to each user. Electronic storage of all e-mail correspondence is recommended, and when practical, hard copies should be made and filed in the project files for future reference.

Examples of some of the Construction Management Plan communication tools to be used and tracked during the course of the project in the Expedition Project Management Software by Primavera, utilized by Petra Incorporated include:

BUL (Bulletin)  
CIC (Change in Condition)  
CO (Change Order)  
COR (Change Order Request)  
NCN (Non Compliance Notice)  
NTP (Notice to Proceed)  
MTG (Meeting Minutes)  
PCO (Proposed Change Order)  
RFI (Request for Information)  
RFP (Request For Proposal)  
TRN (Transmittal)  
SUB (Submittal Log)

All communication with and from the Contractors and Vendors during the bidding process and during the course of construction will start and end with the Construction Manager. Whether it is a question from a bidder or Contractor or a request made about a specific scope of work, the Construction Manager will log the information into the project controls and forward the document to the appropriate party with a requested response time, copying the other parties. Then the document is followed through the process until the timely response is received, noted in the log and the information is distributed to all appropriate parties. This attention to detail keeps all of the project participants aware of the issues and progress in the project and also assists the Project Team with managing claims against the contract for additional work.

# PROJECT QUALITY MANAGEMENT PLAN



9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

## CITY OF MERIDIAN CITY HALL PROJECT

### QUALITY MANAGEMENT PLAN

Petra Incorporated recognizes that the quality of construction has a direct relationship to the long term maintenance and ownership costs to the Building Owner. That is why the implementation of a comprehensive Quality Management Plan is important to the successful management of any construction project.

The Petra Incorporated Quality Management Plan includes four phases:

- I) The Design Phase
- II) The Pre-Construction Phase
- III) The Construction Phase
- IV) The Commissioning and Occupancy Phase.

- I.) The **Design Phase** of the Quality Management Plan includes Petra's participation in the design process to insure a finished design that is efficient and cost effective in the construction of the facility. This is accomplished by:
  - a) The participation in the Design process including regular attendance of design project meetings with all of the design consultants to insure that the City's input is timely and relevant to the design process.
  - b) Internal peer review by the Petra Project Team and Senior Management at various stages of the design to evaluate project "constructability" and to look for missing details that could lead to post bid change orders and project budget increases.
  - c) Internal value engineering for evaluation and possible to submittal to the City and the Design team to provide alternate construction suggestions from both a budgetary and long term building ownership cost.
- II.) The **Pre-Construction Phase** of the Quality Management Plan is focused on insuring that the tools and controls are in place at the start of construction so that all prime contractors are aware of the Quality Control requirements and who the various responsible parties are for the course of construction. These include:
  - a.) Establishing and identifying the vertical and horizontal controls for the project site and the scopes of work, and confirming that the construction surveying contractor has been retained to provide continued support to the project through the course of construction.
  - b.) Confirming the engagement of a qualified, third party inspection and testing firm in accordance with the Design Team's specifications, as well as State and Local building permit requirements.

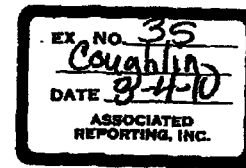
- c.) Development of a preliminary plan for the construction of the project including; site access control, prime contractor scheduling, material deliveries, staging and waste control.
- d.) Internal Project Team meetings to review implementation of existing design and develop recommendations to the City for budget and design considerations prior to the bidding and construction phases of the project.
- e.) Review and publish bid packages for the scopes of work in each phase of the project. Assist City in the bidding process. Control the pre-bid RFI and addendum process to minimize the impact on the project constructability and optimize value engineering suggestions within the Idaho Public Works Construction Law statutes.
- f.) Review the bid results in detail with the City and collect any additional information to insure that the project value is in keeping with the intent of the bid documents prior to making recommendations for acceptance by the City.

III.) The **Construction Phase** of the Quality Management Plan is where the planning and organization of the Construction and Construction Management Team come together. The Petra Team is specifically responsible for:

- a.) The collection, review and processing of the submittal packages prior to and after review by the Design Team to confirm that the intent of the design is being met, in accordance with the Project Communications Plan.
- b.) Weekly progress meetings on site with all prime contractors on site or scheduled to be on site to review work in progress, work quality controls by trade, quality assurance testing requirements that are scheduled or need to be scheduled.
- c.) Daily inspection for correctness and quality of work being installed by the Petra Project Management team confirming that the work is being installed in accordance with the contract design and best construction practices.
- d.) Monthly review with the City of the quality of the work in place, the schedule, any value engineering or design modification suggestions submitted by the Construction Team and how each of these would impact the quality, construction schedule and long term performance of the project.

IV.) The **Commissioning & Occupancy Phase** of the Quality Management Plan is the stage where the City will learn how the City Hall Building works and begin occupying the facility. The Quality Management Plan focuses on the steps necessary to insure that all equipment and building components are operating correctly including:

- a.) Assist the Commissioning Agent in the distribution of the Operations & Maintenance Manuals (O&M) from the prime contractors as required by the construction documents. Participate in the training process and documentation to insure a smooth transition between the construction and operation of the facility.
- b.) Schedule and direct the City and the Design Team in the Punch list process and then manage the punch list to insure that any corrections are completed in a timely manner in accordance with the best construction practices.
- c.) Implement the contract warranty procedure, and address any and all warranty calls from the City in a timely manner to minimize negative impact on the City and to insure proper material and equipment warranties and operation. Log and track all warranty reports to identify trends and notify the City of any potential patent or latent product or workmanship issues that may require further action by the City.
- d.) At the end of the one-year builder's warranty, deliver to the City a binder containing all warranty call back information, results and any warranty extensions or warranty claim documentation.



# AIA Document A101/CMa™ – 1992

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

### AGREEMENT

made as of the 8<sup>TH</sup> day of MAY in the year Two Thousand Seven.  
(In words, indicate day, month and year)

### BETWEEN the Owner:

(Paragraphs deleted)

CITY OF MERIDIAN

33 East Idaho Avenue  
Meridian, Idaho 83642-2300

### and the Contractor:

(Paragraphs deleted)

Rule Steel Tanks, Inc.  
21986 Middleton Road  
Middleton, Idaho 83605

### For the following Project:

(Paragraphs deleted)

New Meridian City Hall  
33 East Broadway Avenue  
Meridian, Idaho 83642

An approximately 100,000 square foot, multi-story city hall office building with a basement.

### The Construction Manager is:

(Paragraphs deleted)

PETRA INCORPORATED  
1097 N. Rosario Street  
Meridian, Idaho 83646

### The Architect is:

(Paragraphs deleted)

LCA ARCHITECTS, P.A.  
1221 Shoreline Lane  
Boise, Idaho 83702

The Owner and Contractor agree as set forth below.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

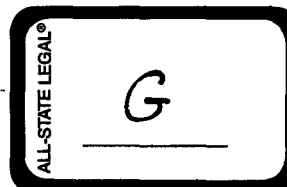
The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date fixed in a notice to proceed issued by the Owner.

*(Paragraphs deleted)*

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work beginning July 16, 2007 and finishing October 5, 2007 per production schedule.

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

##### Portion of Work

Provide all labor, material, tools, and equipment to complete steel fabrication and erection as noted on the drawings and per the following:

Division 1 - General Requirements  
Section 05120 - Structural Steel  
Section 05500 - Metal Fabrications  
Section 05210 - Steel Joists  
Section 05310 - Metal Stairs  
Section 05310 - Steel Deck

##### This bid package specifically includes:

- Provide all closure metal as required for steel decking.
- Provide F.O.B. jobsite all steel imbeds.

##### This bid package specifically excludes:

Installation of the imbedded items

##### Substantial Completion date

October 5, 2007

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

The Contractor acknowledges and agrees that the Owner will suffer financial loss in an amount that is difficult to quantify if the Work is not substantially complete on the date set forth in the Contract Documents. The Owner shall have the option to assess liquidated damages against the Contractor (and its surety, if any) in an amount of Five Hundred & NO/100 Dollars (\$500.00) per calendar day, for each calendar day of delay until the Work is

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substantially complete. The Contractor acknowledges and agrees that the amounts set forth above are a reasonable estimate of the damages that will likely be incurred by Owner in the event the Work is not substantially complete by the date set forth in the Contract Documents, and not a penalty. If responsibility for a delay in substantial completion shared by the Contractor and others, Owner may reasonably apportion the damages between such responsible parties. The right to assess liquidated damages is in addition to, and not in limitation of, any right or remedy available to the Owner or to protect the Owner to address delay by the Contractor, whether such right or remedy is under law, in equity or under Contract Documents.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One Million Eight Hundred Forty Seven Thousand Dollars & NO/100 (\$1,847,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(Paragraphs deleted)

§ 4.3 Unit prices, if any, are as follows:

| Description | Units | Price (\$ 0.00) |
|-------------|-------|-----------------|
|-------------|-------|-----------------|

#### ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.  
(Paragraphs deleted)

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the 25<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 20<sup>th</sup> day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents and approved by Construction Manager. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager may require. This schedule, when approved by the Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent ( 5% ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

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§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent ( 5% );

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ( ) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

(Paragraphs deleted)

#### ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for

(Paragraphs deleted)

Payment.

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraphs deleted)

§ 7.3 Temporary facilities and services:

(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

§ 7.4 Other Provisions:

(Here list any special provisions affecting the Contract.)

#### ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

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#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition, as modified and attached hereto as Exhibit \_\_\_\_.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated \_\_\_\_ and are as follows:

| Document | Title | Pages |
|----------|-------|-------|
|----------|-------|-------|

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are identified on Exhibit A, attached hereto.

Title of Specifications exhibit:

(Table deleted)

§ 9.1.5 The Drawings are

(Paragraphs deleted)

those identified on Exhibit B, attached hereto.

(Table deleted)

§ 9.1.6 The Addenda, if any, are as follows:

| Number     | Date    | Pages |
|------------|---------|-------|
| Addendum A | 3/16/07 | 3     |
| Addendum B | 3/21/07 | 2     |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

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This Agreement is entered into as of the day and year first written above.

OWNER

CONTRACTOR

CITY OF MERIDIAN,  
An Idaho municipal corporation

RULE STEEL

*Tommy Woodard*

*[Signature]*

*Tommy Woodard, Mayor*  
(Printed name and title)

*Chris T. Ruckhsch* (President)  
(Printed name and title)

*6-4-07*  
(Date)

*E-03-07*  
(Date)

Exhibits:

Exhibit A - Specifications

Exhibit B - Drawings: Cold Shell and Core Package Sheets: A0.0, C1.1, C1.2, C4.1, C4.2, C4.3, L1.20, A0.0, A0.1, A0.2, A3.1, A0.4, A0.5, A2.00, A2.10, A 2.20, A2.30, A2.40, A2.50, A2.60, A3.0, A3.1, A3.2, A3.3, A4.0, A4.1, A4.2, A4.3, A4.4, A4.5, A5.0, A5.1A5.2, A5.3, A5.4, A9.0, A9.1, A9.2, A9.3, S0.01, S1.01, S1.02, S2.11, S2.12, S2.21, S2.2, S2.31, S2.32, S2.41, S2.42, S2.5, S3.1, S5.1, S5.2, S7.1, S7.2, S7.3, S7.4, S7.5, S7.6, P0.0, P0.1, P1.1, P1.1, P2.1, P3.1, M5.0, E1.0S, E1.1S

Exhibit C - Addendum A

Exhibit D - Addendum B

Approved as to Content

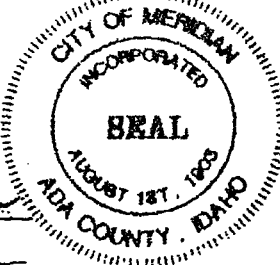
Attest:

*William G. Berg, Jr.*  
William G. Berg, Jr., City Clerk

*Keith E. Watts*  
Keith Watts, Purchasing Agent

*Approved by City Council*

Dated: *5-8-07*



init.

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**Meridian City Hall**

**Exhibit A**

**Rule Steel**

**EXCLUSIONS TO PROPOSAL**

- Grout/grouting
- Finish painting/touch-up painting
- Installation of embedded items
- Bolts other than steel to steel and steel to concrete/CMU
- Non ferrous (stainless, aluminum, brass, etc.)
- Reinforcing steel, rebar, mesh
- Items on electrical, mechanical, plumbing, civil plans
- Expansion joint steel
- Testing and inspection costs
- Light gauge (less than 10ga)
- Simpson type hardware
- Engineering/stamped drawings
- Lines, grades, elevations
- Field measurements
- Construction power
- Cleaning concrete, grout, etc. from embeds
- Paint other than standard shop primer
- Site steel (catch basins, sumps, etc.)
- Non-slip surfaces/tape on ladder rungs



GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

November 1, 2007

**Via US Mail**

Mr. Steve Norquist, Mr. Ron Allen  
Rule Steel Tanks, Inc.  
21986 Middleton Rd.  
Caldwell, ID 83605

RE: Meridian City Hall Steel Fabrication & Erection

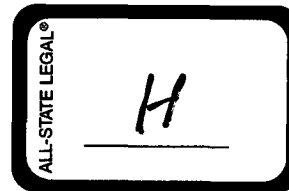
Gentlemen:

Petra Incorporated, Construction Manager for the Meridian City Hall is providing this contract schedule update discussion to illustrate our concerns and to reinforce the terms and conditions of the agreements that all contractors on this project are bound.

The bid documents included a contract schedule that showed a completed facility with occupancy on August 1, 2008. The unforeseen soil conditions encountered had a net effect of four calendar weeks delay in starting the concrete foundation work which adjusted the schedule to a completion date of August 28, 2007.

Rule Steel Tanks, Inc. was issued a Conditional Notice of Award on April 11, 2007, the City Council approved the contract on May 8<sup>th</sup>, 2007 and executed the contract June 4, 2007. The contract schedule called for a 60 work day duration for the structural steel erection scope of work with a start day of June 4, 2007 and completion on August 24, 2007.

Rule Steel/Boise Steel Erectors began installing shear tabs on July 30, 2007. Structural Steel began arriving on-site on August 3, 2007 and again on August 6, 2007. No steel was delivered August 8-10, 2007, with additional steel delivered beginning August 13<sup>th</sup> when steel erection could actually begin. This accounts for a loss of nine days of erection time. The erection crew then had to shut down at the end of day on August 26<sup>th</sup> due to lack of steel on site costing the erection schedule two more days.



1097 N. ROSARIO ST. • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

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RCE-1875

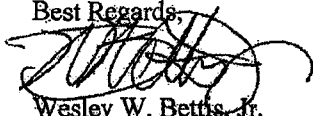
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These 11 days of lost erection time, with the erection finally starting four full months after the City's Notice of Award has helped to push this project out of the traditionally good construction season into the more unreliable fall weather patterns. The 11 days of lost time on the front end of the steel erection scope of work and the continued fabrication errors and miss-shipments well documented by the letters of 8-15-07, 8-27-07, 8-29-07, 9-4-07 and 9-26-07 equate to the project time lost due to weather.

The weekly job progress meetings address the overall schedule, as well as the three week look ahead schedule for the impacted work. The Steel Erection starting on July 30, 2007 has already expended 68 work days through October 31, 2007 since the erection began. This does not account for the shop drawings, submittal review and fabrication, which began with the first submittal on April 27, 2007, with a contract schedule time of 60 working days, which is now at 133 days with fabrication still on-going. The current schedule, enclosed, shows all of the erection work including the penthouse completed by November 23, 2007, accounting for the weather delays to date.

This letter is official notice that Liquidated Damages in accordance with the Agreement between the City of Meridian and Rule Steel Tanks, Inc. will be assessed beginning on November 26, 2007 if the entire structural steel scope of work is not complete, due to the inability of this contract to meet it's contractual deadlines.

Best Regards,

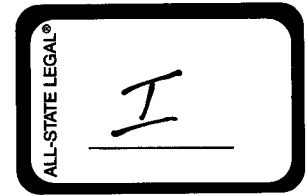


Wesley W. Bettis, Jr.  
Construction Manager

Encl: Original Contract Schedule  
Current Contract Schedule

C: Art Stevens, Gene Bennett, Jon Anderson, Adam Johnson-Petra, Inc.-via e-mail  
Keith Watts-City of Meridian.-via hand delivery

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1097 N. Rosario Street, Meridian, ID 83642 Phone (208)323-4500 Fax (208)323-4507

Date: March 12, 2008  
To: Keith Watts, Purchasing Manger, City Of Meridian  
From: Tom Coughlin, Project Manager  
Re: Rule Steel – Time Extension & Liquidated Damages

In an attempt to address the time extensions that Rule Steel has requested for various ASI's and RFI's issued to-date Petra Inc. has reviewed the requests and the actual scenario involving the progress of their work.

Petra had previously informed Rule Steel that they would be assessed liquidated damages starting on 11/26/07 if the entire structural steel scope of work was not completed by that date. It is Petra's opinion that the steel scope of work was not substantial complete until 2/08/08. This date represents the date that Petra feels the structural steel was completed to a point so as not to impede any of critical path follow-on work required to complete and/or dry-in the building. This period amounts to 75 calendar days. The period of time that Rule Steel would be assessed liquidated damages for would be the 75 days minus any time extensions granted for the various ASI's & RFI's that have impacted the structural steel scope of work.

Rule Steel had previously requested a total of 27 days for the items that were included in Rule's CO#01. This request was held in abeyance pending the completion of the work.

For the items previously included in CO #01:

- ASI-7 Lower Floor Structure at 1<sup>st</sup> Floor– Time requested 5 days. OK to recommend to the City.
- ASI-8 Steel Connection Modifications – Time requested 10 days. OK to recommend to the City.
- ASI-18 Add Camber & Revise Moment Connections – Time requested 5 days. OK to recommend to the City.
- ASI-19 Connection Fix for Bsmt Wall to Low – Time requested 2 days. Not recommended, didn't impact the progress of the work.
- ASI-23 Stair Tower Support Steel – Time requested 5 days. OK to recommend to the City.

This totals to 25 of the 27 work days requested.

For the items pending change order submittal:

- ASI-13 Elevator Tube Upgrade – Time requested 10 days. Not recommended, this work was done after the substantial completion date.
- ASI-52 Elevator Penthouse Beams – Time requested 10 days. Would recommend 5 days.
- ASI-54 Roof Elevation & Slope @ CMU Wall – Time requested 3 days. OK to recommend.
- RFI-73 Sun Shade Connection – Time requested 3 days. Not recommended, did not impact the progress of the work.
- RFI-74 Angle Clips for Support of Wall – Time requested 3 days. Not recommended, did not impact the progress of the work. As of Friday, 3/7/07 these clips had not been installed.
- Bent Plate @Grid H (Included with RFI-74) – Add bent plate, shop drawings marked incorrectly. Time requested 5 days. OK to recommend to the City.



- RFI-93 Relief Angle @ Stair Towers – Time requested 5 days. Not recommended, did not impact the work. This was for furnishing only.
- RFI-94 Furnish and install two chiller beams. Time requested 5 days. Not recommended, did not impact the work. This was issued and accomplished after the base building work on the critical path was completed.

The time for these pending changes that Petra can recommend to the City would be 13 work days.

The total time extension, considering both the CO#01 items and the new items, that Petra would propose to recommend is 38 days work days, which translates to 52 calendar days. The 52 calendar days represent a time extension that Petra feels would be fair and responsible to both Rule Steel and the City. Based on this Rule Steel would still be liable for liquidated damages for a period of 23 calendar days based on a substantial completion date for their work of 2/8/08. The total cost for these 23 days at \$500/Day would be \$ 11,500.

Please review this scenario and let me know if this line of reasoning is acceptable to the City. If this is acceptable Petra will propose this to Rule as settlement of the matter of the schedule delays and the time extensions requested for the various delays. Currently Petra has not approached Rule with proposal regarding their time extension requests.

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## **General Conditions of the Contract for Construction** *where the Construction Manager is NOT a Constructor*

for the following PROJECT:  
(Name and location or address):

New Meridian City Hall  
33 East Broadway Avenue  
Meridian, Idaho 83642

**THE OWNER:**

(Name and address):

CITY OF MERIDIAN  
33 East Idaho Avenue  
Meridian, Idaho 83642-2300

**THE ARCHITECT:**

(Name and address):

LCA ARCHITECTS, P.A.  
1221 Shoreline Lane  
Boise, Idaho 83702

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

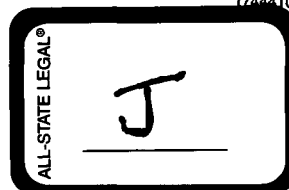
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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements).

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Construction Manager and Contractor, (3) between the Architect and Construction Manager, (4) between the Owner and a Subcontractor or Sub-subcontractor or (5) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

#### **§ 1.1.3 THE WORK**

The term "Work" means the construction and services required, implied, or reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work includes providing such supplementary or miscellaneous items, appurtenances and devices to the extent required by, or reasonably inferable from, the Contract Documents (whether shown or not) incidental to or necessary for a sound, secure, complete and functional installation. Further, the Work includes all labor, materials, equipment and services necessary to complete its Work in accordance with all applicable laws, including building related code requirements.

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors and by the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager.

#### **§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 THE PROJECT MANUAL**

The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

#### **§ 1.1.8 FURNISH**

Unless specifically limited in context, the word "furnish" and any derivatives thereof shall mean to deliver the specified items, materials or equipment (and all necessary appurtenances to the extent required by, or reasonably inferable from, the Contract Documents for a proper installation) to the Project site and store in a secure location.

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#### **§ 1.1.9 INSTALL**

The word "install" and any derivatives thereof shall mean to incorporate the specified items, materials or equipment into the Work including all necessary labor, materials and connections to the extent required by, or reasonably inferable from, the Contract Documents to perform a proper and complete installation of the items, materials or equipment in a condition ready for use or operation, including but not limited to, unpacking and assembly of the item, material or equipment.

#### **§ 1.1.10 PROVIDE**

The word "provide" and any derivatives thereof shall mean to furnish and install as defined above.

#### **§ 1.1.11 EXPRESSED VERBS**

In the interest of conciseness, the Contract Documents may contain phrases with expressed verbs, such as furnish, install, provide, perform, construct, erect, comply, apply or submit. Such phrases shall be construed to include the appropriate form of the phrase "the Contractor shall" preceding the expressed verb and the requirements described therein shall be a mandatory element of this Contract.

#### **§ 1.1.12 SEE**

In the interest of conciseness, the Contract Documents may contain references to specification sections and details preceded by the word "see". Such references shall be construed to include the appropriate form of the phrase, ", and comply with, "

#### **§ 1.1.13 INDICATED OR SHOWN**

The words "indicated" or "shown" and any derivative thereof shall mean "as detailed, scheduled, schematically depicted or stated in Contract Documents."

#### **§ 1.1.14 INCLUDING**

The words "include", "includes", or "including" shall be deemed to be followed by the phrase "without limitation."

#### **§ 1.1.15 APPROVED, DIRECTED, SELECTED**

The words "approved, directed, selected" and similar words and phrases shall be presumed to be followed by "by Architect". The words "satisfactory, submitted, reported" and similar words and phrases shall be presumed to be followed by "to Architect".

#### **§ 1.2 EXECUTION, CORRELATION AND INTENT**

**§ 1.2.1** The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

**§ 1.2.2** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 1.2.3** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. The Contractor shall notify the Construction Manager of any materials indicated but not specified as to finish, quality or installation. Unless otherwise directed by the Construction Manager, any materials not specified shall be consistent in finish, quality and installation as the adjacent or similar finished conditions.

**§ 1.2.4** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.5** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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**§ 1.2.6** In the event of an inconsistency, conflict, or ambiguity between or among the Contract Documents that cannot be resolved consistent with the provisions of Sections 1.1 and 1.2, the Contractor shall request a clarification from the Construction Manager. For the purpose of determining which Work affected by an unresolved inconsistency, conflict, or ambiguity shall be presumed to be included in the Contract Sum, the Contract Documents shall take precedence in the following order:

- .1 Written modifications to the Agreement; Change Orders, Construction Change Directives and ASIs, with those a later date taking precedence over those of an earlier date;
- .2 The Agreement;
- .3 Written Supplementary Conditions, if any, to the General Conditions;
- .4 General Conditions;
- .5 Specifications;
- .6 Drawings. Drawing details shall have precedence over plans, sections and elevations. Drawings of a larger scale shall have precedence over those of a smaller scale. Figured dimensions shall have precedence over scaled dimensions.

### **§ 1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

**§ 1.3.1** The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Owner shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's copyright or other reserved rights.

**§ 1.3.2** Although Owner requested Architect to prepare Construction Documents that are accurate, adequate, consistent, coordinated, and sufficient for construction, OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. Contractor again hereby acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction, and that Contractor has not, does not, and will not rely upon any representations or warranties by Owner concerning such documents, as no such representations or warranties have been or are hereby made.

### **§ 1.4 CAPITALIZATION**

**§ 1.4.1** Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.5 INTERPRETATION**

**§ 1.5.1** In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.6 RELATIONSHIP BETWEEN PROJECT TEAM MEMBERS**

**§ 1.6.1** The Owner and Contractor agree that their objectives for this Contract are to:

- .1 Complete the Project according to the highest standards of quality;
- .2 Complete the Project on time;
- .3 Complete the Project within or under budget or estimates;

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- .4 Continually endeavor to reduce the cost of the Project;
- .5 Avoid and minimize delays on the Project and the critical path;
- .6 Promote positive public relations;
- .7 Make the work on the Project enjoyable;
- .8 Construct the Project and administer the Contract Documents so that all parties are treated fairly;
- .9 Avoid injuries; and
- .10 Complete the Project without litigation.

§ 1.6.2 In furtherance of the objectives set forth in Section 1.6.1, the Owner and Contractor shall endeavor to promote harmony and cooperation among each other and others employed for the Project, and agree to deal with each other and others in a fair, reasonable, trusting and professional manner. In furtherance of the above, the Owner and Contractor shall:

- .1 Communicate and resolve problems within the terms of the Contract Documents;
- .2 Make decisions at the lowest possible level;
- .3 Communicate openly and honestly;
- .4 Treat each other with mutual respect, resolve personal conflicts immediately, avoid personal attacks, and focus on the merits of the Project;
- .5 Timely notify each party of meetings;
- .6 Attend and support weekly, morning and other meetings;
- .7 Prevent grudges from interfering with professionalism and the merits of the Project;
- .8 Use best their best efforts to resolve any claims or disputes, including direct negotiations with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution; and
- .9 Admit errors, mistakes and false starts.

## ARTICLE 2 OWNER

### § 2.1 DEFINITION

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner upon reasonable written request shall furnish to the Contractor in writing information that is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

#### § 2.2.1 [Deleted.]

§ 2.2.2 The Owner has furnished some information regarding the characteristics of the Project site. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Contractor shall confirm the location of each utility, shall excavate and dispose of each on-site utility and cap each off-site utility as required by the Work and as may be included in the Contract Documents. Owner does not assume any responsibility regarding any surveys, test borings, or other investigations regarding the site, and makes no warranty or guaranty regarding the site conditions. The Contractor shall make such site investigations as the Contractor deems necessary, and make available to the Owner, Construction Manager and Architect all reports of such site investigations.

§ 2.2.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 2.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

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**§ 2.2.5** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

**§ 2.2.6** The Owner shall forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect.

**§ 2.2.7** The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Other Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

### **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

**§ 2.3.1** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

**§ 2.4.1** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Construction Manager's and Architect's and their respective consultants' additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 DEFINITION; REPRESENTATIONS AND WARRANTIES**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout this Agreement as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The plural term "Contractors" refers to persons or entities who perform construction under Conditions of the Contract that are administered by the Construction Manager, and that are identical or substantially similar to these Conditions.

**§ 3.1.3** The Contractor makes the following express representations and warranties to the Owner, which shall survive the execution and delivery of the Agreement:

- .1 Contractor is fully qualified to act as a public works contractor for the Project and has, and shall maintain, any and all licenses, permits, or other authorizations necessary to perform the Work;
- .2 Contractor has become familiar with the Project site and the conditions under which the Project is to be constructed and operated;
- .3 Contractor has become familiar with all legal requirements applicable to the Work, including, not limited to, all applicable laws, statutes, ordinances and building codes;
- .4 Contractor has received, reviewed, compared, studied and carefully examined all of the Contract Documents and, except as reported, found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for the bidding and construction of the Work. Such review, comparison, study, and examination shall be a warranty that the Contract Documents are complete and the Project is buildable as described therein, except as reported to Construction Manager in writing; and
- .4 That the Contract Time is a reasonable period for performing the work.

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### **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 3.2.1** The Contractor shall have a continuing duty to study and compare the Contract Documents with each other, the Contractor's submittals and with information furnished by the Owner pursuant to Section 2.2.2. The Contractor shall immediately report to the Construction Manager any errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner, Construction Manager or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Construction Manager and Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Construction Manager and Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

**§ 3.2.2** The Contractor shall have a continuing duty to take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Manager and Architect at once.

**§ 3.2.3** The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Section 3.12.

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, subject to overall coordination of the Construction Manager as provided in Sections 4.6.3 and 4.6.4.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

**§ 3.3.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

**§ 3.3.4** The Contractor shall inspect portions of the Project related to the Contractor's Work in order to determine that such portions are in proper condition to receive subsequent Work.

**§ 3.3.5** The Contractor shall timely request and coordinate tests and inspections required to complete the Work.

### **§ 3.4 LABOR AND MATERIALS**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 3.4.3** After the Contract has been executed, the Owner after consultation with the Construction Manager and Architect, will consider a formal request for the substitution of products in place of those specified only under the following conditions (and only if submitted on the substitution request form set forth in the Contract Documents):

- 1 Required product cannot be supplied in time for compliance with Contract time requirements;
- 2 Required product is not acceptable to a governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disability as certified by Contractor;

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- 3 Substantial advantage is offered to the Owner after deducting offsetting disadvantages including delays, additional compensation to Architect and Construction Manager for redesign, investigation, evaluation and other necessary services and similar considerations; and
- 4 The specified product or method or construction cannot be provided in a manner that is compatible with other materials, or cannot be properly coordinated, warranted, or insured, and where the Contractor certifies that the substitution will overcome the deficiency.

**§ 3.4.4** By making requests for substitutions based on Section 3.4.3 above, the Contractor:

- 1 Represents that he has personally investigated the proposed substitute and determined that it is equal or superior in all respects to that specified;
- 2 Represents that it will provide the same warranty for the substitution that it would for that specified;
- 3 Certifies that the cost data presented is complete and includes all related costs under separate contracts, but excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and
- 4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

**§ 3.4.5** All materials delivered by or on account of the Contractor and intended to be incorporated into the construction of the Project shall become the property of the Owner as delivered, but the Contractor may repossess himself of any surplus remaining at the completion of this Contract. All scaffolding, apparatus, ways, works, machinery and plans brought upon the premises by the Contractor shall remain his property, but in the case of default, and completion of the Work by the Owner, Owner shall be entitled to use such scaffolding, apparatus, ways, works, machinery and plans without cost or liability for depreciation or damage by such use and without prejudice to Owner's other rights or remedies for any damage or loss sustained by reason of said default.

### **§ 3.5 WARRANTY**

**§ 3.5.1** The Contractor warrants to the Owner, Construction Manager and Architect that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment furnished under the Contract will be of high quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Any Work not strictly complying with these requirements shall constitute a breach of Contractor's warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor shall assign and deliver any Subcontractor or supplier warranties to the Owner.

### **§ 3.6 TAXES**

**§ 3.6.1** The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

**§ 3.6.2** The Contractor, in consideration of securing the business of erecting or constructing public works in the State of Idaho, recognizes that it is engaged in a transitory business and that in the pursuit thereof it property used therein may be outside the State of Idaho when taxes, excises, or license fees to which it is liable become payable.

Accordingly, the Contractor understands, covenants and agrees:

- 1 To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, municipal corporations and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term;
- 2 That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
- 3 That, in the event of its default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this Contract may withhold

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from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which the Contractor is liable.

**§ 3.6.3** Before entering into this Contract, the Contractor shall be authorized to do business in the State of Idaho and shall execute and deliver to Owner any affidavit concerning taxes requested by Owner.

**§ 3.6.4** Within ten (10) days of its receipt of any tax forms from the Owner, the Contractor shall properly and fully complete such forms and return them to Owner. The Contractor understands and agrees that such forms may request dates, names, addresses, contracting parties (including all subcontractors and vendors) and other information.

**§ 3.6.5** Prior to the execution of this Contract and again prior to requesting final payment for the Work, the Contractor shall complete, execute and deliver Idaho State Tax Commission form WH-5 to both the Owner and to the Idaho State Tax Commission.

### **§ 3.7 PERMITS, FEES AND NOTICES**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit and the Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by laws, ordinances, rules and regulations and lawful orders of public authorities bearing on performance of the Work.

**§ 3.7.3** It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Construction Manager, Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

**§ 3.7.4** If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Construction Manager, Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

### **§ 3.8 ALLOWANCES**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents:

- .1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;
- .2 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .3 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances;
- .4 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.2 and (2) changes in Contractor's costs under Section 3.8.2.3.

### **§ 3.9 SUPERINTENDENT**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times when the Work is actually in progress. The superintendent shall have complete authority to represent, act for and bind the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other

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communications shall be similarly confirmed on written request in each case. The superintendent shall supervise and direct the Work and shall not physically participate in the actual performance, assemblage or installation of the Work except limited participation that is incidental to such superintendent's supervisory duties.

**§3.9.2** Prior to commencement of the Work, Contractor shall provide Owner with the name, contact information, qualifications, experience and role of the superintendent and its assistants. The Contractor shall not retain any superintendent or assistant to which Owner has a reasonable objection. Upon Owner's request, Contractor shall replace the superintendent or any assistants that become reasonably unsatisfactory to Owner. So long as such individuals named remain actively employed or retained by Contractor, they shall perform the roles indicated unless Owner agrees to the contrary in writing. If one or more individuals not listed above subsequently assumes one or more of those functions listed above, the provisions of this Section 3.9 shall bind the Contractor as though Contractor had properly designated such individuals.

#### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's Construction Schedule for the Work. Such schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project construction schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall promptly report any delays in the performance of the Work to the Construction Manager.

**§ 3.10.2** The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Owner's own forces.

**§ 3.10.3** The Contractor shall prepare and keep current, for the Construction Manager's approval, a schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Construction Manager reasonable time to review submittals.

**§ 3.10.4** The Contractor shall conform to the most recent approved schedules.

**§ 3.10.5** If the Work is not on schedule and the Construction Manager does not believe the Contractor's proposed action to bring the Work on schedule is adequate, then the progress of the Work shall be deemed unsatisfactory. In such event, in addition to its rights under Article 14, the Owner, at its discretion, may require the Contractor to work such additional time over regular hours, including Saturdays, Sundays and holidays, without additional cost to the Owner to bring the Work on schedule.

**§ 3.10.6** Unless otherwise agreed by Owner, Contractor shall use the latest edition of "Primavera Project Planner", "Microsoft Project" or accepted equivalent CPM scheduling software to prepare and update the Construction Schedule. The Construction Schedule shall be provided to a level of detail acceptable to Construction Manager, and shall:

- .1 Use time-scaled logic diagrams based on an precedence concepts;
- .2 Be capable of providing various analysis of the schedule, including, but not limited to, listing of activities by code, predecessor, successor, trade and float;
- .3 Indicate an adequate number of scheduling activities to properly describe the nature and sequence by which Contractor intends to carry out the Work;
  - (i) For activities that have not yet started, indicate the planned start and planned completion dates;
  - (ii) For activities that have been started but not yet completed, the update of the schedule shall indicate the actual start date, percent complete, and forecast completion date;
  - (iii) For activities that are completed, indicate the actual start dates and actual completion dates; and
  - (iv) For activities which are behind schedule or have not started in accordance with the approved Construction Schedule, provide a narrative as to the reasons for behind schedule, the status

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of the activity, the actions being taken to bring the activity back into schedule, and the forecast completion date.

- 4 Show any work activities, approvals and submittals by Owner, Construction Manager, Architect or others that are predecessors to Contractor's work activities, including projected dates for submission and return of all Shop Drawings and other submittals;
- 5 Allow Owner to properly coordinate the work of its separate contractors, if any, and to properly plan on its use of portions of the Project prior to the date of substantial completion;
- 6 The expected delivery dates for all long-lead items, major equipment and material items to be incorporated into the Project;
- 7 Projected dates for shutdown or disruption of ongoing activities of Owner on the Site, as approved in advance by Owner;
- 8 Expected dates for testing and start-up of all major mechanical and electrical equipment and systems;
- 9 Dates that areas requested by Owner will be available for beneficial occupancy; and
- 9 Actual dates that all activities began or ended, as they are realized.

The Construction Schedule shall be updated not less than monthly in accordance with the established cut-off dates for the progress payments. Such updates shall include with revised logic diagrams and shall include all Change Orders and other information necessary to indicate actual conditions and the actual sequence of the Work.

**§3.10.7** The Contractor shall also submit a weekly activities schedule ("Weekly Activities Schedule") indicating Contractor's weekly plan for executing the Work. The Weekly Activities Schedule shall be consistent with the Construction Schedule and shall indicate three (3) weeks, consisting of one (1) week "history" and two (2) weeks "future." Contractor shall attend weekly scheduling meetings with Owner at a time and place selected by Owner.

#### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

**§ 3.11.1** The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Construction Manager and Architect and shall be delivered to the Construction Manager for submittal to the Owner upon completion of the Work.

#### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Section 4.6.12.

**§ 3.12.5** The Contractor shall carefully review, approve and submit to the Construction Manager, in accordance with the schedule and sequence approved by the Construction Manager, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. The Contractor shall stamp and sign each submittal with "Reviewed for compliance with the Contract Documents and approved [or approved as noted]." If the submittal contains any deviation from the requirements of the Contract Documents, the Contractor shall indicate such deviation with a conspicuous notation on the submittal. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action. Construction Manager and Architect shall have no duty to

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review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log that includes, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Any Shop Drawings, Product Data, Samples or similar submittals that do not bear the Contractor's approval stamp will be returned without review.

**§ 3.12.6** The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Construction Manager and, if appropriate, Architect. Such Work shall be in strict accordance with approved submittals.

**§ 3.12.7** By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.8** The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Construction Manager's and Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and the Construction Manager and Architect have given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Construction Manager's and Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals.

**§ 3.12.10** Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents.

**§ 3.12.11** When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Construction Manager and Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

**§ 3.12.12** The Contractor shall provide a complete schedule of required Shop Drawings, Product Data, Samples or similar submittals to the Construction Manager within ten (10) days after execution of this Contract. Unless otherwise approved by Construction Manager, Shop Drawings, Product Data, Samples or similar submittals shall be submitted in sufficient time to allow not less than twenty-eight (28) days for the Construction Manager and Architect to review such submittals.

### **§ 3.13 USE OF SITE**

**§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 3.13.2** The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

### **§ 3.14 CUTTING AND PATCHING**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Contractors by cutting, patching, excavating or otherwise altering such construction. The Contractor shall not cut or otherwise alter such construction by other Contractors or by the Owner's own forces except with written consent of the Construction Manager, Owner and such other Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

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### **§ 3.15 CLEANING UP**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Construction Manager may do so with the Owner's approval and the cost thereof shall be charged to the Contractor.

**§ 3.15.3** In the absence of specific cleaning instructions, the Contractor shall follow accepted cleaning practices and any manufacturer's recommendations.

### **§ 3.16 ACCESS TO WORK**

**§ 3.16.1** The Contractor shall at all times relevant to this Contract provide the Owner, Construction Manager and Architect access to the Work in preparation and progress for review or inspection, wherever located, without any formality or other procedure.

### **§ 3.17 ROYALTIES AND PATENTS**

**§ 3.17.1** The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**§ 3.18.3** The obligations of the Contractor under this Section 3.18 shall not extend to the liability of the Construction Manager, Architect, their consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

### **§ 3.19 AS-BUILT DOCUMENTATION; OPERATIONS & MAINTENANCE MANUALS**

**§ 3.19.1** The Contractor shall provide the information necessary for the Construction Manager to furnish one (1) copy of reproducible "as built" Construction Documents relating to the Work and improvements in a form and detail reasonably satisfactory to the Owner.

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§ 3.19.2 The Contractor shall provide the information necessary for the Construction Manager to provide the Owner with three (3) complete copies in loose-leaf binders of all operating and maintenance data, all manuals, instructions and directions for all products, materials, machinery and equipment for the Project, and shall instruct the Owner regarding the operation of all systems, machinery and equipment.

#### ARTICLE 4 ADMINISTRATION OF THE CONTRACT

##### § 4.1 ARCHITECT

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

§ 4.1.2 Owner has retained LCA Architects, P.A., an Idaho professional corporation ("Architect") to provide professional architectural services for the Project. Architect's authorized representative is:

Steve Simmons  
LCA ARCHITECTS, P.A.  
1221 Shoreline Lane  
Boise, Idaho 83702  
Telephone: 208-345-6677  
Facsimile: 208-344-9002  
Email: ssimmons1@lcarch.com

In the event Owner should find it necessary or convenient to replace Architect, Owner shall retain a replacement architect who shall assume the role of Architect. Unless otherwise directed by Owner in writing, Architect will perform those duties and discharge those responsibilities allocated to them in this Contract.

##### § 4.2 CONSTRUCTION MANAGER

§ 4.2.1 The Construction Manager is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

§ 4.2.2 Owner has retained Petra Incorporated, an Idaho corporation ("Construction Manager") to provide construction management services for the Project. Construction Manager's authorized representative is:

PETRA INCORPORATED  
1097 N. Rosario Street  
Meridian, Idaho 83646  
Telephone: 208-323-4500  
Facsimile: 208-323-4507  
Mobile: 208-860-7507  
Email: gbennett@petrainc.net

§ 4.2.3 In the event Owner should find it necessary or convenient to replace Construction Manager, Owner shall retain a replacement construction manager who shall assume the role of Construction Manager. Unless otherwise directed by Owner in writing, Construction Manager will perform those duties and discharge those responsibilities allocated to them in this Contract.

§ 4.3 [Deleted.]

§ 4.4 [Deleted.]

§ 4.5 Disputes arising under Sections 4.3 and 4.4 shall be subject to mediation pursuant to Section 4.9 below.

##### § 4.6 ADMINISTRATION OF THE CONTRACT

§ 4.6.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representatives (1) during construction, (2) until final payment is due

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and (3) with the Owner's concurrence, from time to time during the correction period described in Section 12.2. The Construction Manager and Architect will advise and consult with the Owner and will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

**§ 4.6.2** The Construction Manager will, for the benefit of the Owner, determine that the Work is being performed in accordance with the requirements of the Contract Documents, will keep the Owner informed of the progress of the Work, and will guard the Owner against defects and deficiencies in the Work

**§ 4.6.3** The Construction Manager will provide for coordination of the activities of other Contractors and of the Owner's own forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other Contractors and the Construction Manager and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall constitute the schedules to be used by the Contractor, other Contractors, the Construction Manager and the Owner until subsequently revised.

**§ 4.6.4** The Construction Manager will schedule and coordinate the activities of the Contractors in accordance with the latest approved Project construction schedule.

**§ 4.6.5** The Architect will visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the completed Work and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work, and will guard the Owner against defects and deficiencies in the Work.

**§ 4.6.6** The Construction Manager, except to the extent required by Section 4.6.4, and Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Section 3.3, and neither will be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

**§ 4.6.7** Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner, Architect and Contractor shall communicate with each other through the Construction Manager in conformance with the communication plan approved by Owner. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect.

**§ 4.6.8** The Construction Manager will review and certify all Applications for Payment by the Contractor, including final payment. The Construction Manager will assemble each of the Contractor's Applications for Payment with similar Applications from other Contractors into a Project Application and Project Certificate for Payment. After reviewing and certifying the amounts due the Contractors, the Construction Manager will submit the Project Application and Project Certificate for Payment, along with the applicable Contractors' Applications and Certificates for Payment, to the Architect.

**§ 4.6.9** Based on the Architect's observations and evaluations of Contractors' Applications for Payment, and the certifications of the Construction Manager, the Architect will review and certify the amounts due the Contractors and will issue a Project Certificate for Payment.

**§ 4.6.10** The Architect and Construction Manager will have authority to reject Work which does not conform to the Contract Documents, and to require additional inspection or testing, in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed, but will take such action only after notifying the Construction Manager. Subject to review by the Architect, the Construction Manager will have the authority to

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reject Work which does not conform to the Contract Documents. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.6.10 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

**§ 4.6.11** The Construction Manager will receive from the Contractor and review and approve all Shop Drawings, Product Data and Samples, coordinate them with information received from other Contractors, and transmit to the Architect those recommended for approval. The Construction Manager's actions will be taken with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of other Contractors, the Owner, or the Architect.

**§ 4.6.12** The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work of the Contractor or in the activities of the other Contractors, the Owner, or the Construction Manager, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.6.13** The Construction Manager will prepare Change Orders and Construction Change Directives.

**§ 4.6.14** Following consultation with the Construction Manager, the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and will have authority to order minor changes in the Work as provided in Section 7.4.

**§ 4.6.15** The Construction Manager will maintain at the site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

**§ 4.6.16** The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and final completion, and will receive and forward to the Architect written warranties and related documents required by the Contract and assembled by the Contractor. The Construction Manager will forward to the Architect a final Project Application and Project Certificate for Payment upon compliance with the requirements of the Contract Documents.

**§ 4.6.17** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**§ 4.6.18** The Construction Manager will interpret and decide matters concerning performance under and requirements of the Contract Documents on the written request of the Owner or Contractor. The Construction Manager's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Construction Manager shall be furnished in compliance with this Section 4.6, then delay shall not be recognized on account of failure by the Construction Manager to furnish such interpretations until 15 days after written request is made for them.

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**§ 4.6.19** Interpretations and decisions of the Construction Manager will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Construction Manager, with Architect's assistance, will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

**§ 4.6.20** On matters relating to aesthetic effect, the Construction Manager will defer to the decision of the Architect, which will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.6.21** The presence or duties of Architect's, Construction Manager's, and Owner's personnel at the Project site, whether as on-site representatives or otherwise, do not make any of them or their representatives or personnel in any way responsible for those duties that belong to Contractor, Subcontractors or other entities, and do not relieve Contractor, Subcontractors or other entities or any other entity of their obligations, duties, and responsibilities, including, but not limited to, any health or safety precautions required by such Work. Construction Manager's, Architect's, and Owner's personnel have no authority to exercise any control over any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies at the site except their own personnel. The presence of Architect's, Construction Manager's or Owner's personnel at the Project site is for the purpose of providing to Owner a greater degree of confidence that the completed work will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved. For this Section only, the Project site includes places of manufacture for materials incorporated into the Work, and other entities include manufacturers of materials incorporated into the Work.

**§ 4.6.22** THE DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF CONTRACTOR UNDER THIS CONTRACT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION, OR RESPONSIBILITY OF ARCHITECT OR CONSTRUCTION MANAGER. CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN OWNER AND ARCHITECT OR OWNER AND CONSTRUCTION MANAGER. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF CONTRACTOR TO OWNER ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF ARCHITECT AND CONSTRUCTION MANAGER TO OWNER.

#### **§ 4.7 CLAIMS AND DISPUTES**

**§ 4.7.1** Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

**§ 4.7.2** Decision of Construction Manager. Claims, including those alleging an error or omission by the Construction Manager or Architect, shall be referred initially to the Construction Manager for action as provided in Section 4.8. A decision by the Construction Manager, as provided in Section 4.8.4, shall be required as a condition precedent to mediation or litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Construction Manager in response to a Claim shall not be a condition precedent to mediation or litigation in the event (1) the position of Construction Manager is vacant, (2) the Construction Manager has not received evidence or has failed to render a decision within agreed time limits, (3) the Construction Manager has failed to take action required under Section 4.8.4 within 30 days after the Claim is made, (4) 45 days have passed after the Claim has been referred to the Construction Manager or (5) the Claim relates to a mechanic's lien.

**§ 4.7.3** Time Limits on Claims. Claims by the Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first knew or should have known of the event or condition giving rise to the Claim, whichever is later. Claims must be made by written notice. Any Claim not timely made shall be deemed waived. The written notice of Claim shall include a factual statement of the basis for the Claim, pertinent dates, contract provisions offered in support of the Claim, additional materials offered in support of the Claim and the nature of the resolution sought by the Claimant. The Contractor shall cooperate with the Owner in

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order to mitigate the alleged or potential damages, delay, or other adverse consequences that may arise from the facts underlying the Claim.

**§ 4.7.4 Continuing Contract Performance.** Pending final resolution of a Claim including mediation, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 4.7.5 Waiver of Claims: Final Payment.** The making of final payment shall not constitute a waiver of Claims by the  
(Paragraphs deleted)  
Owner.

**§ 4.7.6 Claims for Concealed or Unknown Conditions.** The Contractor acknowledges that it has had a reasonable opportunity to conduct a careful inspection of the Project site. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or reasonably ascertainable from a careful inspection of the Project site, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Construction Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Construction Manager determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Construction Manager shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Construction Manager has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Construction Manager for initial determination, subject to further proceedings pursuant to Section 4.8.

**§ 4.7.7 Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

**§ 4.7.8 Claims for Additional Time.**

**§ 4.7.8.1** If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

**§ 4.7.8.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

**§ 4.7.9 Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Sections 4.7.7 or 4.7.8.

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#### **§ 4.8 RESOLUTION OF CLAIMS AND DISPUTES**

**§ 4.8.1** The Construction Manager, with the assistance of the Architect, will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Construction Manager expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of all or part of the Claim by the other party, (5) suggest a compromise, or (6) attempt to facilitate the resolution of the Claim through direct, informal discussions. The Construction Manager may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

**§ 4.8.2** If a Claim has been resolved, the Construction Manager will prepare or obtain appropriate documentation.

**§ 4.8.3** If a Claim has not been resolved, the party making the Claim shall, within ten days after the Construction Manager's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Construction Manager, (2) modify the initial Claim or (3) notify the Construction Manager that the initial Claim stands.

**§ 4.8.4** If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Construction Manager, the Construction Manager will notify the parties in writing that the Construction Manager's decision will be made within seven days. Upon expiration of such time period, the Construction Manager will render to the parties the Construction Manager's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Construction Manager may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 4.8.5** The Construction Manager's decision shall be final and binding on the parties unless a demand for to mediate the Claim pursuant to Section 4.9 below is made within 30 days after the Construction Manager's decision. The failure to demand mediation within said 30 days' period shall result in the Construction Manager's final and binding upon the Owner and Contractor.

#### **§ 4.9 MEDIATION**

**§ 4.9.1** Any Claim arising out of or related to the Contract shall be subject to mediation as a condition precedent to the continuation (but not the institution) of legal or equitable proceedings by either party.

**§ 4.9.2** The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed in writing with the other party to the Contract and the Construction Manager. The request may be made concurrently with the institution of legal or equitable proceedings but, in such event, mediation shall proceed in advance of such legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**§ 4.9.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### **§ 4.10 ARBITRATION**

The parties may agree to resolve any Claim or dispute related to this Contract by arbitration on such terms as they may agree. Absent such agreement, any reference in this Contract to arbitration shall be void and of no force or effect whatsoever.

#### **§ 4.11 ATTORNEYS' FEES**

In the event of any controversy, claim or action being filed or instituted between the parties to this Agreement to enforce the terms of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses including reasonable attorneys' fees, incurred by the prevailing party, whether or not such a controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who recovers at least 75% of the total amount claimed by that party in the action, or who is required to pay no more than 25% of the total amount claimed by the other party in the action.

*(Paragraphs deleted)*

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## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or subcontractors of other Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager will promptly reply to the Contractor in writing stating whether or not the Owner, Construction Manager or Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Construction Manager to reply promptly shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such change.

### § 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 In furtherance of Section 5.3.1 above, any part of the Work performed for the Contractor by a Subcontractor or its Sub-subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor (or the Subcontractor and its Sub-subcontractor at any tier), which shall be prepared on a form of subcontract satisfactory to the Owner. Each subcontract shall, where appropriate, contain provisions that:

- .1 Require each Subcontractor to ascribe to the objectives and agreements set forth in Section 1.6;
- .2 Require that the Work be performed according to the requirements of the Contract Documents;
- .3 Contain the waivers of subrogation consistent with the provisions of Section 11.3.7 below;

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4. Require the Subcontractor to carry and maintain insurance coverage according to the Contract Documents and to file certificates of the coverage with the Contractor;
5. Require submission to Contractor or Subcontractor, as the case may be, of applications for payment in a form approved by the Owner, together with clearly defined invoices and billings supporting all the applications under each subcontract to which the Contractor is a party;
6. Report, so far as practicable, unit prices and any other feasible formula for use in the determination of costs of changes in the Work;
7. Require each Subcontractor to furnish to the Contractor in a timely fashion all information necessary for the preparation and submission of reports;
8. Require that each Subcontractor continue to perform under its subcontract in the event the Contract is terminated and the Owner shall take an assignment of the subcontract and request Subcontractor to continue performance; and
9. Require each Subcontractor to remove all debris created by its activities.

**§ 5.3.3** The Contractor shall not enter into any subcontract, contract, agreement, purchase order or other arrangement ("Arrangement") for the furnishing of any portion of the materials, services, equipment or Work with any party or entity if the party or entity is an Affiliated Entity (as defined in this Section), unless the Arrangement was approved by the Owner and Construction Manager, after full disclosure in writing by the Contractor to the Owner and Construction Manager of the affiliation or relationship and all details relating to the proposed Arrangement. The term "Affiliated Entity" means (a) any entity related to or affiliated with the Contractor or with respect to which the Contractor has direct or indirect ownership or control, including, without limitation, any entity owned in whole or part by the Contractor; (b) any holder of more than 10% of the issued and outstanding shares of, or the holder of any interest in, the Contractor; and (c) any entity in which any officer, director, employee, partner or shareholder (or member of the family of any of the foregoing persons) of the Contractor or any entity owned by the Contractor as a direct or indirect interest, which interest includes, but is not limited to, that of a partner, employee, agent or shareholder.

#### **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

**§ 5.4.2** If the Work has been suspended for more than 60 days, the Subcontractor's compensation shall be equitably adjusted.

**§ 5.4.3** All subcontract and material purchase agreements entered into by the Contractor shall be assignable to Owner pursuant to this Section 5.4 without any change in price or scope. The Contractor shall incorporate the foregoing requirement in all subcontract and material purchase agreements, either by specific wording or by reference to this Section 5.4.

#### **ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS**

##### **§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD OTHER CONTRACTS**

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

**§ 6.1.2** When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

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**§ 6.1.3** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in this Article 6 and in Articles 3, 10, 11 and 12.

**§ 6.1.4** The Contractor acknowledges that its Work is only a portion of the Project and that Owner has retained other prime contractors, under substantially similar Conditions of the Contract and under the administration of the Construction Manager and Architect, to perform the other portions of the Project. The Contractor further acknowledges that the Owner, Construction Manager, Architect and Owner's other prime contractors expect, and are relying upon, the Contractor to timely and properly perform its obligations under the Contract. The Contractor understands and agrees that such other prime contractor's shall be an express third-party beneficiary of this Section 6.1.4 and, therefore, the Contractor will be responsible to Owner's other prime contractors for any damages they may incur that result from the Contractor's failure to timely and properly perform its obligations under this Contract. Further, Contractor understands that it is the beneficiary of substantially equivalent provisions in the Owner's contracts with its other prime contractors. Accordingly, if Contractor is delayed or damaged by the acts or omissions of another prime contractor of Owner, the Contractor shall look exclusively to such other prime contractor for the recovery of any damages that the Contractor may incur therefrom. The Contractor expressly acknowledges and agrees that Owner's other prime contractors are independent of the Owner, and that Owner shall not be liable for any acts or omissions of such other prime contractors.

#### **§ 6.2 MUTUAL RESPONSIBILITY**

**§ 6.2.1** The Contractor shall afford the Owner's own forces, Construction Manager and other contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**§ 6.2.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

**§ 6.2.4** The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed construction or partially completed construction or to property of the Owner or other Contractors as provided in Section 10.2.5.

**§ 6.2.5** Claims and other disputes and matters in question between the Contractor and other contractors shall be subject to the provisions of Sections 4.7 and 6.1.4 above, provided the other contractors have reciprocal obligations.

**§ 6.2.6** The Owner and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

#### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

**§ 6.3.1** If a dispute arises among the Contractor, other Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.15, the Owner may clean up and allocate the cost among those responsible as the Construction Manager, in consultation with the Architect, determines to be just.

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## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 CHANGES

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

- .1 a change in the Work;
- .2 the amount of the adjustment in the Contract Sum, if any; and
- .3 the extent of the adjustment in the Contract Time, if any.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 The maximum amount for profit, overhead, bonds and insurance combined, which may be added to any Change Order, shall be as follows:

- .1 For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost of the Work performed by the Contractor's own forces (which is for 10% profit, 2% for overhead, 2% for bonds and 1% for insurance);
- .2 For the Contractor, for Work performed by a Subcontractor, five percent (5%) of the amount due the Subcontractor;
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's own forces, ten percent (10%) of the cost of the Work performed by the Subcontractor or Sub-subcontractor; and
- .4 For each Subcontractor, for work performed by such Subcontractor's Sub-subcontractors, five percent (5%) of the cost of the Work performed by the Sub-subcontractors.

The costs to which the above percentages shall be applied are set forth in Section 7.3.6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor and materials for the Contractor, each Subcontractor and each Sub-subcontractor. Such itemization will be required for any Change Order over \$500.00.

§ 7.2.4 Any Change Order shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including, but not limited to, all direct, indirect and consequential cost associated with such change and any and all adjustments to the Contract Sum and Contract Time. The Contractor shall include the Work covered by such Change Order as if such Work were originally part of the requirements of the Contract Documents.

§ 7.2.5 By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set

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forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor's examination.

### **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- 1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 as provided in Section 7.3.6.

**§ 7.3.4** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect in writing within forty-eight (48) hours of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.5** A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into a future a Change Order.

**§ 7.3.6** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Construction Manager on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with Section 7.2.3 above. In such case of an increase in the Contract Sum, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

- 1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
- 2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- 3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- 4 costs of permit fees, and sales, use or similar taxes related to the Work; and
- 5 additional costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.7** Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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**§ 7.3.8** If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Construction Manager for determination.

**§ 7.3.9** When the Owner and Contractor agree with the determination made by the Construction Manager concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately issued through the Construction Manager and shall be recorded by preparation and execution of an appropriate Change Order.

#### **§ 7.4 MINOR CHANGES IN THE WORK**

**§ 7.4.1** The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

**§ 7.4.2** If the Contractor feels that any order for a minor change in the Work, a directive from the Construction Manager, or response to a request for information will require an adjustment to the Contract Sum or Contract Time, the Contractor shall not execute such direction and immediately notify the Construction Manager and Architect in writing of the nature of the adjustment that will be required.

#### **ARTICLE 8 TIME**

##### **§ 8.1 DEFINITIONS**

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

##### **§ 8.2 PROGRESS AND COMPLETION**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

##### **§ 8.3 DELAYS AND EXTENSIONS OF TIME**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work on the critical path by an act or neglect of the Owner, Construction Manager or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation or litigation, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine. The Owner and Contractor acknowledge and agree that the critical path construction schedule for the Project incorporates not less than thirty (30) days of "float" for owner caused delays and that an extension of time is warranted only if events identified above cause total delay on the critical path in excess of such float days. Further, only delays that cause the cessation of construction activities on the critical path for a period of three (3) consecutive

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days or longer, or five (5) days or longer in any calendar month, shall be applied against the float or warrant an extension of time.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Section 4.7.

**§ 8.3.3** Except as expressly set forth in Section 8.3.4, the Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any actor omission to act of Owner, its Architect, its Construction Manager, its agents or employees or any other contractor, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work.

**§ 8.3.4** Notwithstanding anything to the contrary set forth in Section 4.7.7 above or elsewhere in this Contract, the Contractor shall not be entitled to recover damages for delays, except for delays caused by Owner or for anyone whose acts the Owner may be liable. As a condition precedent to recovering additional compensation for any delays attributable to the Owner or anyone for whose acts the Owner may be liable or for delays identified in Section 8.3.1 above in excess of the float days set forth therein, the Contractor shall provide the Owner with written notice identifying the nature of the delay(s) and the Owner's responsibility therefor, and provide the Owner with a reasonable period to cure such cause(s). If the Owner fails to cure the cause of the delay(s), the Contractor may be entitled to make a claim for additional compensation for costs of the Work incurred as a direct result of such delay(s) if such delays were the result of a Construction Change Directive. The Contractor acknowledges and agrees that its sole remedy for such delays is additional compensation pursuant to this Section 8.3.4. The Contractor shall not be entitled to recover damages, lost profits or lost business opportunities from the Owner.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 CONTRACT SUM**

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **§ 9.2 SCHEDULE OF VALUES**

**§ 9.2.1** Within ten (10) days of commencement of this Contract, the Contractor shall submit to the Construction Manager, a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### **§ 9.3 APPLICATIONS FOR PAYMENT**

**§ 9.3.1** On or before the date set forth in Section 5.3 of the Agreement for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment for Work completed in accordance with the schedule of values. Such application shall be on AIA Form G702, be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents. The Contractor shall submit four (4) originals of each Application for Payment.

**§ 9.3.1.1** Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives but not yet included in Change Orders.

**§ 9.3.1.2** Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Off site storage locations shall not

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be outside the State of Idaho. Any materials stored off-site and paid for by the Owner shall be physically marked as being the Owner's property.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

**§ 9.3.4** Upon Construction Manager's request, the Contractor shall submit its Applications for Payment (other than the initial application) with properly executed and acknowledged lien releases for all prior payments by (i) the Contractor, (ii) all major Subcontractors and material suppliers, and (iii) any potential lienors who has filed, or has threatened to file, any lien or encumbrance against the Project. All lien releases for the Project shall be on a form acceptable to the Owner, consistent in wording and shall: (i) waive any liens or right to lien with respect to Work covered by prior payments; (ii) certify the amount such person or entity has received under all prior payments; and (iii) that no contract related to the Project held by such person or entity has changed, or, if any contract has changed, indicating the nature and extent of any change.

**§ 9.3.5** In the event the Contractor is in breach of its payment obligations to a Subcontractor pursuant to its contract with such Subcontractor, and after three (3) days written notice from the Owner, the Owner has the right to issue joint payee checks to the Contractor. In the event of a dispute between the Contractor and Subcontractor or material supplier as any amount due to such Subcontractor or material supplier, the Owner may issue a joint payee check to the Contractor and such Subcontractor or material supplier in the disputed amount and deduct the amounts so paid from the balance of the payment due the Contractor.

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Construction Manager will assemble a Project Application for Payment by combining the Contractor's applications with similar applications for progress payments from other Contractors and, after certifying the amounts due on such applications, forward them to the Architect within seven days.

**§ 9.4.2** Within seven days after the Architect's receipt of the Project Application for Payment, the Construction Manager and Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Contractor, for such amount as the Construction Manager and Architect determine is properly due, or notify the Contractor and Owner in writing of the Construction Manager's and Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. Such notification will be forwarded to the Contractor by the Construction Manager.

**§ 9.4.3** The issuance of a separate Certificate for Payment or a Project Certificate for Payment will constitute representations made separately by the Construction Manager and Architect to the Owner, based on their individual observations at the site and the data comprising the Application for Payment submitted by the Contractor, that the Work has progressed to the point indicated and that, to the best of the Construction Manager's and Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager or Architect. The issuance of a separate Certificate for Payment or a Project Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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#### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Construction Manager or Architect may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager or Architect will notify the Contractor and Owner as provided in Section 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Construction Manager and Architect will promptly issue a Certificate for Payment for the amount for which the Construction Manager and Architect are able to make such representations to the Owner. The Construction Manager or Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

#### **§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Construction Manager and Architect have issued a Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect. Until conditions set forth in Section 9.10 are met, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. If the Construction Manager and the Architect determine that the Contractor has made or is making satisfactory progress on any uncompleted portions of the work, the Owner may, at its discretion, release a portion of the retainage to the Contractor prior to the actual final completion of the conditions set forth in Section 9.10.

**§ 9.6.2** The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

**§ 9.6.2.1** The Contractor shall not withhold from a Subcontractor or supplier more than the percentage withheld from the Certificate of Payment for such Subcontractor's or supplier's portion of the Work.

**§ 9.6.3** The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

**§ 9.6.5** Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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### **§ 9.7 FAILURE OF PAYMENT**

**§ 9.7.1** If, through no fault of the Contractor, 1) the Construction Manager and Architect do not issue a Project Certificate for Payment within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment or 2) the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

### **§ 9.8 SUBSTANTIAL COMPLETION**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work as certified in writing by the Construction Manager and Architect, when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

**§ 9.8.3** Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Manager and Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents. The payment shall be sufficient to increase the total payment to ninety-five percent (95%) of the Contract sum, less such amounts as the Construction Manager determines to be necessary to withhold for incomplete Work and unsettled claims. The amount withheld for incomplete Work and unsettled claims shall be one hundred fifty percent (150%) of the cost to the Owner to complete such Work or settle such claims.

### **§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.11 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

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**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

**§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§ 9.10.1** Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will forward the notice and Application to the Architect who will promptly make such inspection. When the Architect, based on the recommendation of the Construction Manager, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The making of final payment shall constitute a waiver of Claims by the Owner as provided in Section 4.4.5.

**§ 9.10.4** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Section 4.7.5.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

**§ 10.1.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor hereby certifies that it has an established safety policy as required by the Occupational, Safety and Health Administration (OSHA), which requires regular safety meetings. The Contractor agrees to conduct weekly safety meetings regarding its Work under this agreement

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and shall promptly prepare minutes of such meetings and provide copies of such minutes to Contractor as the Work progresses. The Contractor agrees to comply with all requirements of OSHA relating to the Work and shall maintain and provide all applicable material safety data sheets in accordance with OSHA requirements. The safety program shall be designed according to criteria provided by the Construction Manager. The safety policy shall also require a drug and alcohol free workplace enforced through pre-employment testing, random testing, periodic testing, for cause testing and immediate mandatory testing for any employees involved in any accidents or incidents. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Contractor shall at all times comply with the approved safety program.

§ 10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner, Construction Manager and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect.

§ 10.1.3 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

§ 10.1.4 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 10.1.4.

§ 10.1.5 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing. The Owner, Contractor, Construction Manager and Architect shall then proceed in the same manner described in Section 10.1.2.

§ 10.1.6 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection.

## § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;

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- 2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- 4 construction or operations by the Owner or other Contractors.

**§ 10.2.2** The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**§ 10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

**§ 10.2.4** When use for storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, and the Construction Manager reasonable prior written notice.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

**§ 10.2.7** The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

### **§ 10.3 EMERGENCIES**

**§ 10.3.1** In an emergency affecting safety or persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.7 and Article 7.

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as set forth below. Such coverage shall include liability that may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance carriers must maintain an A.M. Best rating of "A-" or better.

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*(Paragraphs deleted)*

**Commercial General Liability.** The Contractor shall procure and maintain until the Project has been completed and accepted by the Owner Commercial General Liability coverages with the following per project annual aggregate limits, using ISO Form CG 25030397 (or a substitute form providing equivalent coverage):

|                                           |                            |
|-------------------------------------------|----------------------------|
| General Aggregate Limit                   | Not less than \$5,000,000; |
| (other than Product-Completed Operations) |                            |

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|                                              |                               |
|----------------------------------------------|-------------------------------|
| Product-Completed Operations Aggregate Limit | Not less than \$5,000,000;    |
| Personal and Advertising Injury Limit        | Not less than \$5,000,000;    |
| Each Occurrence Limit                        | Not less than \$5,000,000;    |
| Fire Damage Limit (any one fire)             | Not less than \$ 100,000; and |
| Medical Expense Limit (any one person)       | Not less than \$ 10,000.      |

Such policy or policies must include broad form property damage coverage including, but not limited to, damage arising from blasting, explosion, collapse of structures or other property or damage to underground utilities and property with any X.C.U. exclusion removed. The policy or policies must include contractor's protective liability insurance, product and completed operations coverage and contractual liability insurance that includes coverage for the Contractor's obligations under Section 3.18. The General Liability policy shall be endorsed to include personal injury, libel, slander, wrongful eviction, and false arrest. All policies shall be written on an occurrence basis rather than claims made. At the Contractor's option, such coverage may be provided by separate policies for Contractor and for Owner and other named insured, or by naming the Owner and the other named insureds as additional named insureds on the Contractor's policy. If coverage is obtained by naming Owner and others as additional named insureds, the policy must contain a separation of insureds (cross liability) clause and a breach of warranty clause as set forth in Section 11.1.4 below and the certificate must so indicate.

- 2 **Worker's Compensation.** The Contractor shall procure and maintain until the Project has been completed and accepted by the Owner statutory Worker's Compensation coverage and showing Employer's Liability coverage with minimum coverage of One Million Dollars (\$1,000,000). In addition, Contractor must provide evidence that its Subcontractors and their subcontractors carry similar coverage. The Owner and other named insureds requested by the Owner need not be named as an additional insured on the Employer's Liability coverage or the Worker's Compensation coverage unless specifically requested. Subject to the Owner's approval, the Contractor may include Employer's Liability coverage in the Umbrella or Excess Liability Coverage of its General Liability and Automobile Liability policies.
- 3 **Automobile.** The Contractor shall procure and maintain until the Project has been completed and accepted by the Owner, Comprehensive Automobile Liability Insurance for all owned, non-owned and hired vehicles with single combined limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Such coverage must name the Owner and other named insureds as may be requested by the Owner as additional insureds.

**§ 11.1.2** The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified therein, in the Contract Documents or required by law, whichever coverage is greater. Coverages shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Additional insurance coverage shall apply as primary insurance with respect to any other insurance afforded to Owner and the other named insureds.

**§ 11.1.3** Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

- 1 **30-Day Notice Clause – Acceptable Language.** As a condition precedent to any modification, cancellation or nonrenewal of the policy or policies by the insuring company during the periods of coverage as stated herein, thirty (30) days prior written notice of such cancellation, material change or non-renewal will be mailed to the party to whom this certificate is issued.

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- 2 **30-Day Notice Clause – Unacceptable Language.** Should any of the above-described policies be canceled, materially changed or non-renewed before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability on any kind upon the company.

**§ 11.1.4 Required Clauses.**

- 1 **Breach of Warranty Clause.** As to the interest of any additional insured, the insurance afforded by the policy shall be invalidated by any breach or violation by the named insured of any warranties, declarations or conditions. Notwithstanding the foregoing, the additional insureds shall be subject to all terms and conditions in the policy and nothing contained herein shall prevent exhaustion of the limits of liability by payment on behalf of any insured.
- 2 **Separation of Insured (Cross Liability) Clause.** Except with respect to the permissible limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies (i) as if each named insured were the only named insured, and (ii) separately to each insured against whom claim is made or lawsuit is brought.

**§ 11.1.5** The Contractor shall require all Subcontractors and Sub-subcontractors of any tier to provide (i) Commercial General Liability Insurance (with not less than \$1,000,000 coverage for personal injury and property damage); (ii) Worker's Compensation/Employer's Liability Insurance (not less than \$500,000 coverage), and (iii) Business Automobile Liability Insurance (not less than \$1,000,000 coverage) substantially as set forth in Section 11.1. The Contractor shall provide certificates of insurance evidencing such coverages prior to allowing such Subcontractors and Sub-subcontractors to commence of Work.

**§ 11.2 OWNER'S LIABILITY INSURANCE**

**§ 11.2.1** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

**§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is earlier. The Owner's insurance program is intended to cover the interests of the Owner and does not cover the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work or material suppliers or others associated with the Project.

**§ 11.3.1.1** Property insurance shall be on an "all-risk" policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

**§ 11.3.1.2** The Contractor shall maintain insurance as deemed necessary by the Contractor to protect its interests and the interests of its Subcontractors and their Sub-subcontractors in the Work, including property, materials, equipment, and tools. Materials incorporated into the Work and materials suitably stored at the Project site will be considered covered by the Owner's insurance program at 12:00 noon on the date Owner issues payment therefore.

**§ 11.3.1.3** If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this

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insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

§ 11.3.1.4 The Contractor shall provide insurance coverage for portions of the Work stored off-site, for portions of the Work in transit, and all portions of the Work stored at the Project site, and all material and equipment incorporated into the Work until covered by the Owner's insurance program as described in Section 11.3.1.2 above.

§ 11.3.1.5 The insurance required by this Section 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Section 11.3.7.

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against each other and against the Construction Manager, Architect, Owner's other Contractors and own forces described in Article 6, if any, and the subcontractors, sub-subcontractors, consultants, agents and employees of any of them, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work; except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under Owner's property insurance shall be adjusted by the Owner and made payable to the Owner. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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§ 11.3.9 The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an settlement or judgment for a court of competent jurisdiction. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

§ 11.3.10 The Owner shall have power to adjust and settle a loss with insurers.

§ 11.3.11 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the "Supplementary Instructions to Bidders" and specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

#### ARTICLE 12 UNCOVERING OF WORK, QUALITY CONTROL, AND CORRECTION OF WORK

*(Paragraph deleted)*

##### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

##### § 12.1.2 QUALITY CONTROL PROGRAM

Continuous control of the quality of the Work is the essence of this Contract. The Contractor shall establish a quality control program satisfactory to the Construction Manager to assure the proper execution of the Work in accordance with this Contract. The Contractor shall at all times comply with the approved quality control program.

##### § 12.2 CORRECTION OF WORK

§ 12.2.1 The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Construction Manager is authorized to call for extra inspection or testing of the work for compliance with requirements of the Contract Documents. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby.

§ 12.2.2 If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This

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obligation under this Section 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect issued through the Construction Manager, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs that the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**§ 12.2.5** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or other Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

**§ 12.2.6** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

**§ 12.3.1** If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

#### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

##### **§ 13.1 GOVERNING LAW**

**§ 13.1.1** The Contract shall be governed by the law of the place where the Project is located.

**§ 13.1.2** The Contractor and the Work shall strictly comply with all applicable federal, state, local and municipal laws, rules, regulations, statutes, ordinances and orders of any public authority having jurisdiction over the Project (hereinafter referred to as "Laws"), including, but not limited to:

- .1 any labor, wage, equal opportunity employment, environmental and safety Laws;
- .2 any applicable provisions of the Public Works Contractor's State License Law, Title 54, Chapter 19, Idaho Code, as it may be amended from time to time; and
- .3 any applicable provisions of Sections 44-1001 and 44-1002, Idaho Code, regarding the employment of residents of Idaho.

##### **§ 13.2 SUCCESSORS AND ASSIGNS**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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**§ 13.2.2** Contractor shall not assign all or part of the monies due or to become due hereunder without written consent of the Owner and the Contractor's surety. The Contractor's request for the Owner's consent shall include a copy of the proposed assignment and the surety's consent. Any instrument of assignment shall expressly subordinate all rights of the assignees thereunder to (i) all rights of the Owner under this Contract, (ii) payment of all subcontractors and laborers for Work performed, (iii) payment of all materials and equipment furnished, consumed, used or rented in performance of the Work, and (iv) payments of any amounts due to any governmental authority with jurisdiction over the Project or Contractor for Work performed, including, but not limited to, sales, use, income or employment taxes.

### **§ 13.3 WRITTEN NOTICE**

**§ 13.3.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

### **§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 13.4.2** No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### **§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so the Construction Manager and Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

**§ 13.5.2** If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so the Construction Manager and Architect may observe such procedures. The Owner shall bear such costs except as provided in Section 13.5.3.

**§ 13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses.

**§ 13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

**§ 13.5.5** If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.5.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

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### § 13.6 INTEREST

§ 13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of eight percent (8%) per annum until the date payment is issued by Owner.

### § 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 As between the Owner and Contractor, any applicable statute of limitations shall commence to run and any legal cause of action shall be deemed to have accrued in any and all events

(Paragraphs deleted)

in accordance with Idaho Law.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- 1 issuance of an order of a court or other public authority having jurisdiction;
- 2 an act of government, such as a declaration of national emergency, making material unavailable;
- 3 because the Construction Manager or Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.2, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- 4 if repeated suspensions, delays or interruptions by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 180 days in any 365-day period, whichever is less.

§ 14.1.2 If one of the above reasons exists, the Contractor may, upon fourteen additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment (i) for Work properly executed, (ii) for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, and (iii) reasonable overhead and profit on the Work properly completed.

§ 14.1.3 If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.2.

### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

- 1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- 4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- 1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 2 accept assignment of subcontracts pursuant to Section 5.4; and
- 3 finish the Work by whatever reasonable method the Owner may deem expedient.

init.

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User Notes:

(744410520)

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Architect after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

**§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

**§ 14.3.3** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

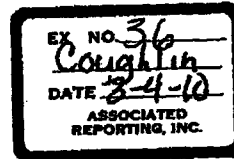
**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In the case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner (i) for Work properly executed, (ii) reasonable, proven costs incurred by reason of such termination, such as the costs incurred by the Contractor pursuant to Section 14.4.2, and (iii) reasonable overhead and profit on the Work properly completed.

Init.

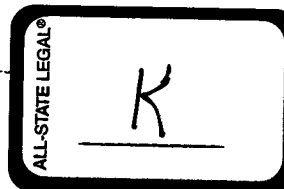


CITY OF MERIDIAN  
33 EAST IDAHO  
MERIDIAN, ID 83642

|                  |          |
|------------------|----------|
| CHANGE ORDER NO. | 1        |
| PROJECT NO.      |          |
| DATE             | 12-14-07 |
| EFFECTIVE DATE   | 10-30-07 |

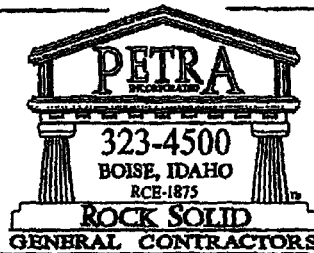
### CONTRACT CHANGE ORDER

|                                                                                                        |                                                                           |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| CONTRACTOR: RULE STEEL                                                                                 |                                                                           |
| PROJECT: STEEL AND STEEL ERECTION                                                                      |                                                                           |
| The Contractor is hereby directed to make the following changes from the Contract Documents and Plans. |                                                                           |
| Description: Additional structural requirements per AS's #7, 8, 18, 19, 23.                            |                                                                           |
| Reason for Change Order: Redesign by Architects                                                        |                                                                           |
| Attachments: Architect's Supplemental Instructions #7, 8, 18, 19 & 23.                                 |                                                                           |
| <b>CHANGE IN CONTRACT PRICE:</b>                                                                       | <b>CHANGE IN CONTRACT TIMES:</b>                                          |
| Original Contract Price \$ 1,874,000.00                                                                | Original Contract Times:                                                  |
| Net changes from previous Change Orders<br>No. ___ to ___<br>\$0.00                                    | Net changes from previous Change Orders<br>No. ___ to ___ (calendar days) |
| Contract Price Prior to this Change Order:<br>\$1,847,000.00                                           | Contract Times prior to this Change Order:<br>(calendar days)             |
| Net Increase (decrease) of this Change Order:<br>\$35,766.00                                           | Net Increase (decrease) of this Change Order:<br>(calendar days)<br>N/A   |
| Contract Price with all Approved Change Orders:<br>\$1,882,766.00                                      | Contract Times with all Approved Change Orders:<br>(calendar days)        |
| RECOMMENDED: (Construction Manager)                                                                    | APPROVED: (CITY PURCHASING AGENT)                                         |
| By:<br>Date:                                                                                           | By: Keith Watts<br>Date: 12-14-07                                         |
| ACCEPTED: (Contractor)                                                                                 | ATTEST: approved by<br>City Council                                       |
| By:<br>Date:                                                                                           | By: City Clerk, Will Berg Jr.<br>Date: 12-18-07                           |
| APPROVED: (CITY) -<br>By: Mayor Tammy de Weerd<br>Date: 12-18-07                                       | ATTEST: Will Berg Jr.<br>By: City Clerk, Will Berg Jr.<br>Date: 12-18-07  |



CM101719

004596



TRANSMITTAL  
No. 00513

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**PROJECT:** Meridian City Hall  
**TO:** City of Meridian  
33 E Idaho Avenue  
Meridian, ID 83642  
**ATTN:** Keith Watts

**DATE:** 10/30/2007  
**REF:** OCT PCO's -03  
**PHONE:** 888.4433  
**FAX:** 887.4813  
**CELL:** 631.6469

| WE ARE SENDING:                                  | SUBMITTED FOR:                                             | ACTION TAKEN:                                     |
|--------------------------------------------------|------------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Shop Drawings           | <input checked="" type="checkbox"/> Approval               | <input type="checkbox"/> Approved as Submitted    |
| <input type="checkbox"/> Letter                  | <input checked="" type="checkbox"/> Your Use               | <input type="checkbox"/> Approved as Noted        |
| <input type="checkbox"/> Prints                  | <input type="checkbox"/> As Requested                      | <input type="checkbox"/> Returned After Loan      |
| <input checked="" type="checkbox"/> Change Order | <input type="checkbox"/> Review and Comment                | <input type="checkbox"/> Resubmit                 |
| <input type="checkbox"/> Plans                   |                                                            | <input type="checkbox"/> Submit                   |
| <input type="checkbox"/> Samples                 | <b>SENT VIA:</b>                                           | <input type="checkbox"/> Returned                 |
| <input type="checkbox"/> Specifications          | <input checked="" type="checkbox"/> Attached               | <input type="checkbox"/> Returned for Corrections |
| <input type="checkbox"/> Other:                  | <input type="checkbox"/> Separate Cover via: Hand Delivery | <input type="checkbox"/> Due Date:                |

| ITEM NO. | COPIES | DATE       | ITEM | NUMBER | REV. NO. | DESCRIPTION                                                        | STATUS |
|----------|--------|------------|------|--------|----------|--------------------------------------------------------------------|--------|
| 1        | 1      | 10/30/2007 |      |        |          | Rule Steel PCO 001-ASI 7, ASI 8, ASI 18, ASI 19, ASI 23            | OPN    |
| 2        | 1      | 10/30/2007 |      |        |          | Rule Steel CO 001 ASI 7, ASI 8, ASI 18, ASI 9, ASI 23              | OPN    |
| 3        | 1      | 8/30/2007  |      |        |          | Rule Steel COR 001 for ASI 7 with ASI 7 and supporting sketches.   | OPN    |
| 4        | 1      | 8/30/2007  |      |        |          | Rule Steel COR 002 for ASI 8 with ASI 8 and supporting sketches.   | OPN    |
| 5        | 1      | 8/30/2007  |      |        |          | Rule Steel COR 003 for ASI 18 with ASI 18 and supporting sketches. | OPN    |
| 6        | 1      | 8/30/2007  |      |        |          | Rule Steel COR 004 for ASI 19 with ASI 19 and supporting sketches. | OPN    |
| 7        | 1      | 10/16/2007 |      |        |          | Rule Steel COR 5 for ASI 23 with ASI 23.                           | OPN    |

Remarks:

CC: File

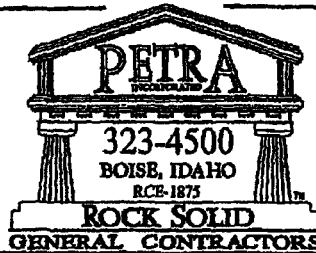
Signed:   
Wes Bettis

Exemption 37

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CM101720

004597



CHANGE ORDER  
No. 00001

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**TITLE:** Structural Steel Design Changes

**DATE:** 10/30/2007

**PROJECT:** Meridian City Hall

**JOB:** 060675

**TO:** Attn: Steve Norquist

**CONTRACT NO:** 6

Rule Steel

21986 Middleton Road

Caldwell, ID 83605

Phone: 208 585-3031 Fax: 208-585-2506

**RE:** CO

**To:** RULSTE

**From:** PETRA

**Number:** 00001

**DESCRIPTION OF CHANGE**

The enclosed ASI responses reflect the additional cost to Rule Steel Tanks, Inc. to make additions, corrections and modifications as required by the Structural Engineer of Record to address the impact of raising the building four vertical feet in finish floor elevation, make adjustments for finish requirements not available at the time of bid and amend the design for existing soil conditions and design adjustments to reflect the completed design envelope.

| Item Description                                                                                                                                                                                                                                                                  | Quantity | Units | Unit Price  | Tax Rate | Tax Amount | Net Amount  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|-------------|----------|------------|-------------|
| 1 ASI #7- Lower floor in main entry to council chamber to accommodate grout set tile. Add additional clips and bent angle to support floor deck and accommodate closer for two different concrete deck elevations.                                                                | 1.000    | LS    | \$1,169.00  | 0.00%    | \$0.00     | \$1,169.00  |
| 00002 ASI # 8: Revise column and moment frame details per updated design. This includes addition of compound (Double-T) columns.                                                                                                                                                  | 1.000    | LS    | \$19,150.00 | 0.00%    | \$0.00     | \$19,150.00 |
| 00003 ASI # 18: Add amber to 64 roof beams not shown on bid documents, as required by the Structural Engineer.                                                                                                                                                                    | 1.000    | LS    | \$3,520.00  | 0.00%    | \$0.00     | \$3,520.00  |
| 00004 ASI # 19: Revise and clarify canopy sections per SK-1 thru SK-7. Includes addition of tube steel.                                                                                                                                                                           | 1.000    | LS    | \$951.00    | 0.00%    | \$0.00     | \$951.00    |
| 00005 ASI # 23: Provide fabricated angle with epoxy anchors for steel lintel at the stair tower headers. Provide columns a and channels for the framing of Stair # 4 to the mechanical penthouse.. Revise floor framing at Gridline 5.5 from D to E and Gridline 7.5 from D to E. | 1.000    | LS    | \$10,976.00 | 0.00%    | \$0.00     | \$10,976.00 |

|                 |                    |
|-----------------|--------------------|
| Unit Cost:      | \$35,766.00        |
| Unit Tax:       | \$0.00             |
| Lump Sum:       | \$0.00             |
| Lump Tax:       | \$0.00             |
| 0.0% GC markup: | \$0.00             |
| <b>Total:</b>   | <b>\$35,766.00</b> |

|                                                                           |                |
|---------------------------------------------------------------------------|----------------|
| The Original Contract Sum was .....                                       | \$1,847,000.00 |
| Net Change by Previously Authorized Requests and Changes .....            | \$0.00         |
| The Contract Sum Prior to This Change Order was .....                     | \$1,847,000.00 |
| The Contract Sum Will be Increased .....                                  | \$35,766.00    |
| The New Contract Sum Including This Change Order .....                    | \$1,882,766.00 |
| The Contract Time Will Not Be Changed .....                               |                |
| Date of Substantial Completion as of this Change Order Therefore is ..... |                |

**ACCEPTED:**

Rule Steel

City of Meridian

By:

By:

By:

Steve Norquist

Keith Watts

Date:

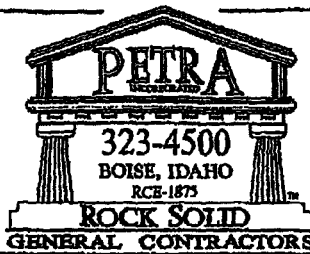
Date:

Date:

Expedition ®

CM101721

004598



**PROPOSED CHANGE ORDER**  
**No. 00001**

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**TITLE:** Structural Steel Design Changes  
**PROJECT:** Meridian City Hall  
**TO:** Attn: Steve Norquist  
Rule Steel  
21986 Middleton Road  
Caldwell, ID 83605  
Phone: 208 585-3031 Fax: 208-585-2506

**DATE:** 10/30/2007  
**JOB:** 060675  
**CONTRACT NO:** 6

**RE:** CO      **To:** RULSTE      **From:** CITYMER      **Number:** 00001  
**DESCRIPTION OF PROPOSAL**

The enclosed ASI responses reflect the additional cost to Rule Steel Tanks, Inc. to make additions, corrections and modifications as required by the Structural Engineer of Record to address the impact of raising the building four vertical feet in finish floor elevation, make adjustments for finish requirements not available at the time of bid and amend the design for existing soil conditions and design adjustments to reflect the completed design envelope.

| Item  | Description                                                                                                                                                                                                                                                              | Quantity | Units | Unit Price  | Tax Rate | Tax Amount | Net Amount  |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|-------------|----------|------------|-------------|
| 00001 | ASI #7- Lower floor in main entry to council chamber to accommodate grout set tile. Add additional clips and bent angle to support floor deck and accommodate closer for two different concrete deck elevations.                                                         | 1.000    | LS    | \$1,169.00  | 0.00%    | \$0.00     | \$1,169.00  |
| 00002 | ASI # 8: Revise column and moment frame details per updated design. This includes addition of compound (Double-T) columns.                                                                                                                                               | 1.000    | LS    | \$19,150.00 | 0.00%    | \$0.00     | \$19,150.00 |
| 00003 | ASI # 18: Add amber to 64 roof beams not shown on bid documents, as required by the Structural Engineer.                                                                                                                                                                 | 1.000    | LS    | \$3,520.00  | 0.00%    | \$0.00     | \$3,520.00  |
| 00004 | ASI # 19: Revise and clarify canopy sections per SK-1 thru SK-7. Includes addition of tube steel.                                                                                                                                                                        | 1.000    | LS    | \$951.00    | 0.00%    | \$0.00     | \$951.00    |
| 00005 | ASI # 23: Provide fabricated angle with epoxy anchors for steel lintel at the stair tower headers. Provide columns and channels for the framing of Stair # 4 to the mechanical penthouse. Revise floor framing at Gridline 5.5 from D to E and Gridline 7.5 from D to E. | 1.000    | LS    | \$10,976.00 | 0.00%    | \$0.00     | \$10,976.00 |

|               |                    |
|---------------|--------------------|
| Unit Cost:    | \$35,766.00        |
| Unit Tax:     | \$0.00             |
| Lump Sum:     | \$0.00             |
| Lump Tax:     | \$0.00             |
| 0% GC Markup: | \$0.00             |
| <b>Total:</b> | <b>\$35,766.00</b> |

**APPROVAL:**

By:

Keith Watts

Date:

Expiry:

By:

Steve Norquist

Date:

CM101722

004599



## Change Order Request Summary

Project: Meridian City Hall  
Date: August 30, 2007  
C/O Req. No.: One

Subcontractor: Rule Steel  
Reference: ASI #7

Description: Lower floor structure and misc.  
changes in accordance with  
sketches provided

**Material:**

| Item Description | Quantity | Unit Price | Extended  |
|------------------|----------|------------|-----------|
| Plate            | 300      | \$ 0.75    | \$ 225.00 |
|                  |          |            | \$ -      |
|                  |          |            | \$ -      |
|                  |          |            |           |
|                  |          |            |           |
|                  |          |            |           |
|                  |          |            |           |
| Total Mat.       |          |            | \$ 225.00 |

**Shop Hours (inc. delivery):**

Detailing:

Painting Labor:

Note: Labor rate includes OH&P  
and shop equipment

| Hours      | Rate/Hr  | Extended  |
|------------|----------|-----------|
| 2.00       | \$ 65.00 | \$ 130.00 |
| 16.00      | \$ 50.00 | \$ 800.00 |
|            | \$ 45.00 | \$ -      |
| Total Shop |          | \$ 930.00 |

**Subcontractor/  
Supplier:**

| Subcontractor/Supplier       | Work Description | Quote Amount |
|------------------------------|------------------|--------------|
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
| Sub Total                    |                  | \$ -         |
| 10% mkup                     |                  | \$ -         |
| Total Subcontractor/Supplier |                  | \$ -         |

Change Order Request Amount

\$ 1,155.00

Sales Tax 6%

\$ 13.50

Total Change Order Request - Rounded

\$ 1,169.00

Added time to schedule - working days

5.0





## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

|                  |                   |                  |
|------------------|-------------------|------------------|
| Project Name     | Project Number    | AS               |
| Project Address  | Project Location  | Project Date     |
| Project Owner    | Project Architect | Project Engineer |
| Project Manager  | Project Designer  | Project Checker  |
| Project Engineer | Project Designer  | Project Checker  |
| Project Engineer | Project Designer  | Project Checker  |

The Work shall be carried out in accordance with the original conditions and shall be carried out in accordance with the Contract Documents, with all changes in Contract Sum or Contract Time. Prior to proceeding in accordance with this instruction, indicate your acceptance of this instruction for minor change to the Work as consistent with the Contract Documents and return a copy to the Architect.

### DESCRIPTION:

Sheet S2: 1/2" lower the lobby floor in the area between gridlines 6 and 7 and between gridlines 8 and 9 for the lobby floor to be in the same level as the lobby floor.

Sheet S5: 1/2" lower the lobby floor in the area between gridlines 6 and 7 and between gridlines 8 and 9 for the lobby floor to be in the same level as the lobby floor.

Sheet S7: 1/2" lower the lobby floor in the area between gridlines 6 and 7 and between gridlines 8 and 9 for the lobby floor to be in the same level as the lobby floor.

Attachments: Sketches SK-1 thru SK-4

DATE: 01/25/07 09:00:07 00:00:00

Project Name: 1221 Shoreline Ln.

Project Number: 1221 Shoreline Ln.

Project Location: 1221 Shoreline Ln.

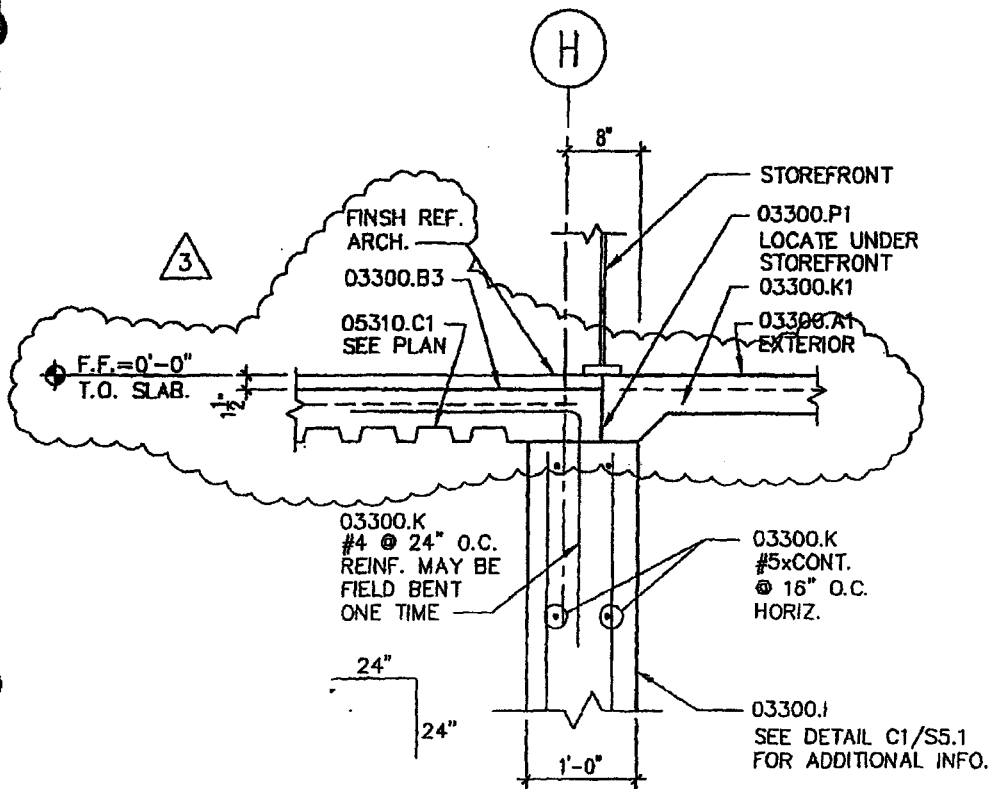
Project Date: 01/25/07

PAGE: 1 OF 1

Project Engineer: 01/25/07

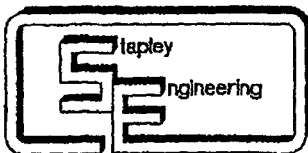


004602



**A2 BASEMENT WALL SECTION**

SCALE: 3/4"=1'-0"



8701 W. HACKAMORE DR.  
BOISE, IDAHO 83709  
(208) 375-8240  
06175

DRAWN BY: RB

CHECKED BY: JW

SCALE: 3/4" = 1'-0"

DATE: 06/04/2007

DESCRIPTION: ASI #7 - LOBBY TILE

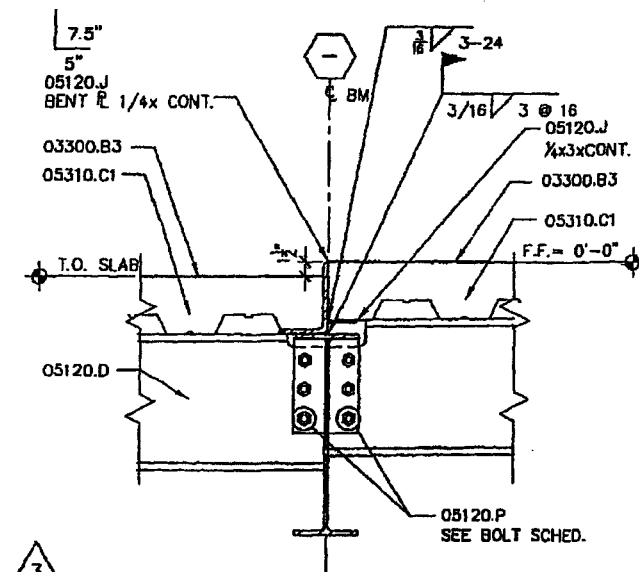
JOB MERIDIAN CITY HALL  
NAME: JOB NUMBER 06175  
ASI #07

SHEET

A2-S5.1

CM101726

004603

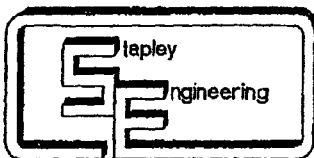


3



BMS TO GIRD. AT FLOOR RECESS

SCALE: 1"=1'-0"



8701 W. HACKAMORE DR.  
BOISE, IDAHO 83709  
(208) 375-8240  
06175

DRAWN BY: RB

CHECKED BY: JW

SCALE: 1"= 1'-0"

DATE: 06/04/2007

DESCRIPTION: ASI #7 - LOBBY TILE

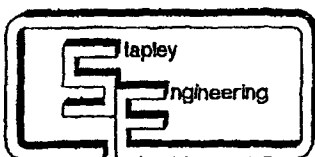
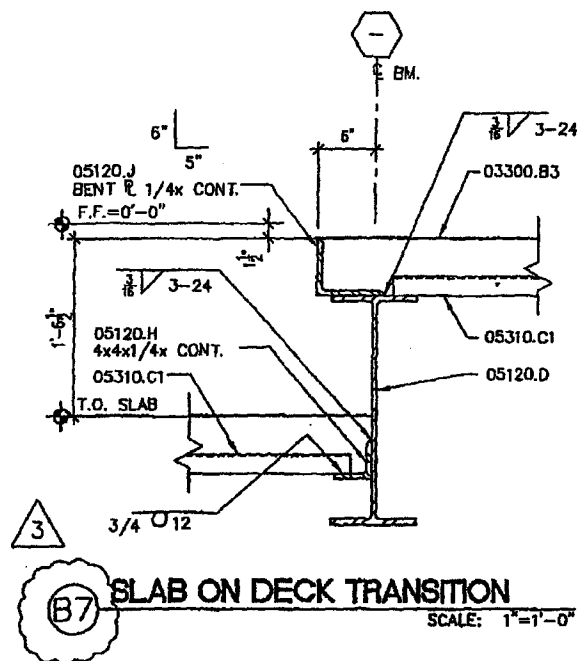
JOB MERIDIAN CITY HALL  
NAME: JOB NUMBER 06175  
ASI #07

SHEET

B6-S7.5 3

CM101727

004604



8701 W. HACKAMORE DR.  
BOISE, IDAHO 83709  
(208) 375-8240  
06175

|                                  |                       |
|----------------------------------|-----------------------|
| DRAWN BY: RB                     | CHECKED BY: JW        |
| SCALE: 1"= 1'-0"                 | DATE: 06/04/2007      |
| DESCRIPTION: ASI #7 - LOBBY TILE |                       |
| JOB NAME: MERIDIAN CITY HALL     | SHEET                 |
| JOB NUMBER 06175<br>ASI #07      | B7-S7.5 $\triangle 3$ |

CM101728

004605

## Change Order Request Summary

Project: Meridian City Hall  
Date: August 30, 2007  
C/O Req. No.: Two

Subcontractor: Rule Steel  
Reference: ASI #8

Description: Revise column and moment frame details per sketches. Add compound columns.

**Material:**

| Item Description | Quantity | Unit Price | Extended    |
|------------------|----------|------------|-------------|
| WT               | 7980     | \$ 0.85    | \$ 6,783.00 |
| Plate            | 400      | \$ 0.85    | \$ 340.00   |
|                  |          |            | \$ -        |
|                  |          |            |             |
|                  |          |            |             |
|                  |          |            |             |
|                  |          |            |             |
| Total Mat.       |          |            | \$ 7,123.00 |

**Shop Hours (inc. delivery):**

**Detailing:**

**Painting Labor:**

Note: Labor rate includes OH&P and shop equipment

| Hours      | Rate/Hr  | Extended     |
|------------|----------|--------------|
| 160.00     | \$ 65.00 | \$ 10,400.00 |
| 24.00      | \$ 50.00 | \$ 1,200.00  |
|            | \$ 45.00 | \$ -         |
| Total Shop |          | \$ 11,600.00 |

**Subcontractor/  
Supplier:**

| Subcontractor/Supplier       | Work Description | Quote Amount |
|------------------------------|------------------|--------------|
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
| Sub Total                    |                  | \$ -         |
| 10% mkup                     |                  | \$ -         |
| Total Subcontractor/Supplier |                  | \$ -         |

Change Order Request Amount

\$ 18,723.00

Sales Tax 6%

\$ 427.38

Total Change Order Request - Rounded

\$ 19,150.00

Added time to schedule - working days 10.0

CM101729

004606



POOR COPY



## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

|              |                  |                  |                |
|--------------|------------------|------------------|----------------|
| Project Name | Work Description | Project Location | Project Number |
| Contractor   | Architect        | Client           | Contract Date  |
| Owner        | Subcontractor    | Consultant       | Other          |

The Work shall be carried out in accordance with the following instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with this instruction, indicate your acceptance of this instruction by initial change to the Work as consistent with the Contract Documents and return a copy to the Architect.

### DESCRIPTION

- Sheet S0.01: Add details C4, C5 and D4 to this sheet; per enclosed sketches SK-1, SK-2 and SK-3
- Sheet S3.1: Revise details A4 and B5 enclosed sketches SK-4 and SK-5
- Sheet S7.2: Revise detail A3 per enclosed sketch SK-6

Approved By: \_\_\_\_\_ Contractor: \_\_\_\_\_

Attachments: Sketches SK-1 thru SK-6

PROJECT ASMA 00007 BRP 9

1221 S. Mainline Ln.

Box 30 83702

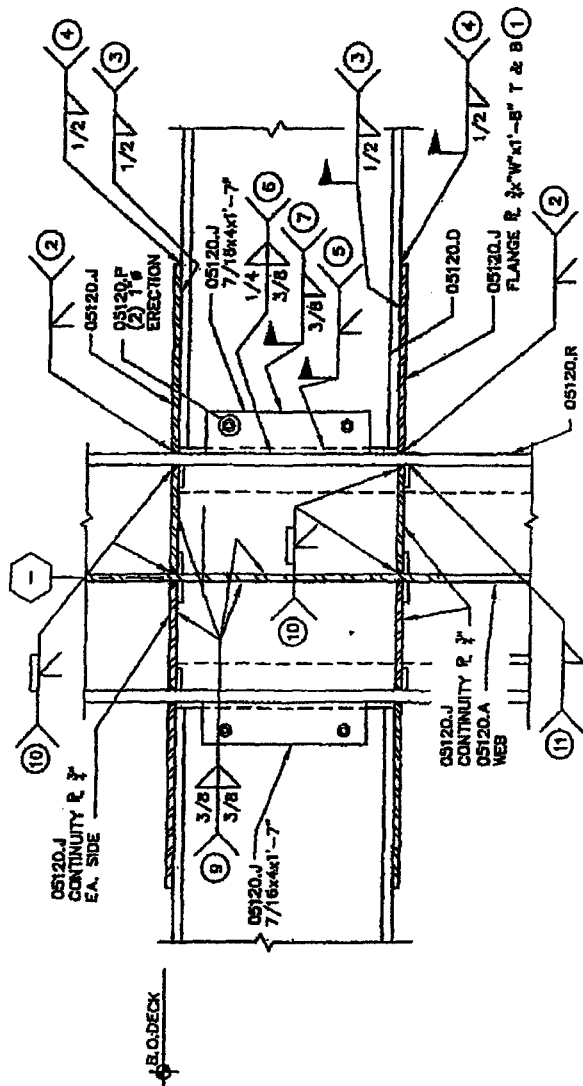
MO 64 245 0071

NOV 24 1992

CM101730

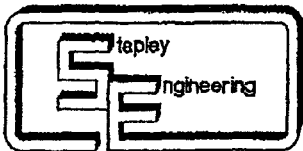
004607





RIGID CONNECTION AT FLOOR

SCALE: 1"=1'-0"



8701 W. HACKAMORE DR.  
BOISE, IDAHO 83709  
(208) 375-8240  
06175

DRAWN BY: RB

CHECKED BY: BW

SCALE: 1" = 1'-0"

DATE: 06/04/2007

DESCRIPTION: ASI #8 - RIGID CONNECTION CLARIFICATIONS

JOB NAME: MERIDIAN CITY HALL  
JOB NUMBER 06175  
ASI #8

SHEET

S0.01  
SK-1

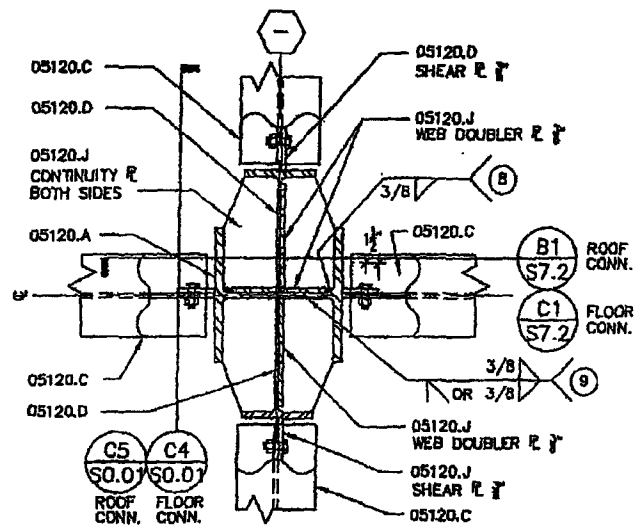


CM101731

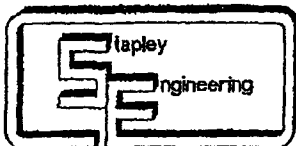
004608



004609



4  
D4 PLAN VIEW OF RIGID FRAME CONN.  
SCALE: 1"=1'-0"

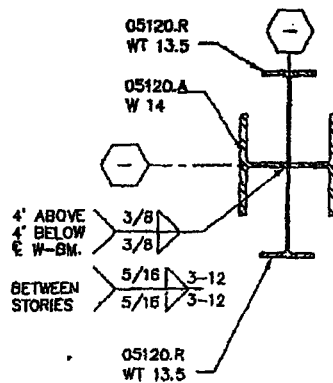


8701 W. HACKAMORE DR.  
BOISE, IDAHO 83709  
(208) 375-8240  
06175

|                                                       |                  |
|-------------------------------------------------------|------------------|
| DRAWN BY: RB                                          | CHECKED BY: BW   |
| SCALE: 1" = 1'-0"                                     | DATE: 06/04/2007 |
| DESCRIPTION: ASI #8 - RIGID CONNECTION CLARIFICATIONS |                  |
| JOB NAME: MERIDIAN CITY HALL                          | SHEET            |
| JOB NUMBER 06175<br>ASI #8                            | S0.01<br>SK-3    |

CM101733

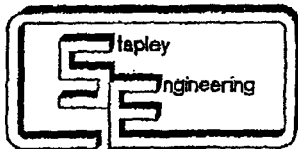
004610



NOTE:  
WT 13.5x57 ONE SIDE OF COLUMN AT GRIDS 4E AND 9E.

**A4 COMPOUND COLUMN**

SCALE: 3/4"=1'-0"



8701 W. HACKAMORE DR.  
BOISE, IDAHO 83709  
(208) 375-8240  
08175

DRAWN BY: RB

CHECKED BY: BW

SCALE: 3/4" = 1'-0"

DATE: 06/04/2007

DESCRIPTION: ASI #8 - RIGID CONNECTION CLARIFICATIONS

JOB MERIDIAN CITY HALL

NAME: JOB NUMBER 06175  
ASI #8

ASI#8

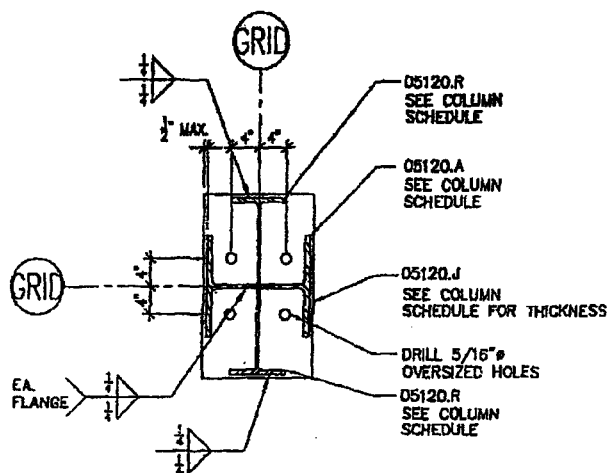
SHEET

S3.1  
SK-4



CM101734

004611



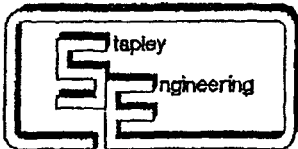
NOTE:  
WT 13.5x57 ONE SIDE OF COLUMN AT GRIDS 4E AND 9E.



### BASE PLATE TYPE-E

REF: COLUMN SCHEDULE

SCALE: 3/4"=1'-0"

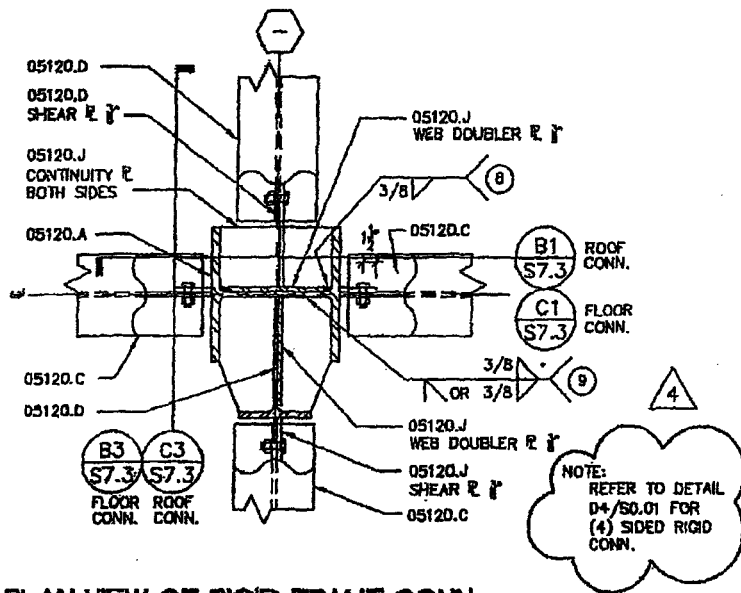


8701 W. HACKAMORE DR.  
BOISE, IDAHO 83709  
(208) 375-8240  
06175

|                                                       |  |                  |  |
|-------------------------------------------------------|--|------------------|--|
| DRAWN BY: RB                                          |  | CHECKED BY: BW   |  |
| SCALE: 3/4" = 1'-0"                                   |  | DATE: 06/04/2007 |  |
| DESCRIPTION: ASI #8 - RIGID CONNECTION CLARIFICATIONS |  |                  |  |
| JOB NAME: MERIDIAN CITY HALL                          |  | SHEET            |  |
| JOB NUMBER 06175                                      |  | S3.1             |  |
| ASI #8                                                |  | 5K-5             |  |
|                                                       |  | 4                |  |

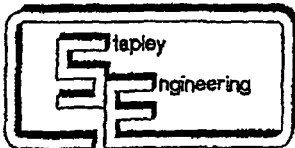
CM101735

004612



(A3) PLAN VIEW OF RIGID FRAME CONN.

SCALE: 1"=1'-0"



8701 W. HACKAMORE DR.  
BOISE, IDAHO 83709  
(208) 375-8240  
06175

DRAWN BY: RB

CHECKED BY: BW

SCALE: 1" = 1'-0"

DATE: 06/04/2007

DESCRIPTION: ASI #8 - RIGID CONNECTION CLARIFICATIONS

JOB MERIDIAN CITY HALL

SHEET

NAME: JOB NUMBER 06175  
ASI #8

ASI #8

S7.2

SK-6



CM101736

004613

## Change Order Request Summary

Project: Meridian City Hall  
Date: August 30, 2007  
C/O Req. No.: Three

Subcontractor: Rule Steel  
Reference: ASI #18

Description: Add camber to (64) roof beams

**Material:**

| Item Description  | Quantity | Unit Price | Extended |
|-------------------|----------|------------|----------|
|                   |          |            | \$ -     |
|                   |          |            | \$ -     |
|                   |          |            | \$ -     |
|                   |          |            |          |
|                   |          |            |          |
|                   |          |            |          |
|                   |          |            |          |
| <i>Total Mat.</i> |          |            | \$ -     |

Shop Hours (inc. delivery):

Detailing:

Painting Labor:

Note: Labor rate includes OH&P  
and shop equipment

| Hours             | Rate/Hr  | Extended    |
|-------------------|----------|-------------|
| 48.00             | \$ 65.00 | \$ 3,120.00 |
| 8.00              | \$ 50.00 | \$ 400.00   |
|                   | \$ 45.00 | \$ --       |
| <i>Total Shop</i> |          | \$ 3,520.00 |

**Subcontractor/  
Supplier:**

| Subcontractor/Supplier              | Work Description | Quote Amount |
|-------------------------------------|------------------|--------------|
|                                     |                  |              |
|                                     |                  |              |
|                                     |                  |              |
|                                     |                  |              |
|                                     |                  |              |
|                                     |                  |              |
|                                     |                  |              |
| <i>Sub Total</i>                    |                  | \$ -         |
| <i>10% mkup</i>                     |                  | \$ -         |
| <i>Total Subcontractor/Supplier</i> |                  | \$ -         |

Change Order Request Amount:

**\$ 3,520.00**

Sales Tax 6%

**\$ -**

Total Change Order Request - Rounded

**\$ 3,520.00**

Added time to schedule - working days 5.0

CM101737

004614

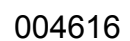




COPY 18

NY 208-544-9012







## Change Order Request Summary

Project: Meridian City Hall  
 Date: August 30, 2007  
 C/O Req. No.: Four

Subcontractor: Rule Steel  
 Reference: ASI #19

Description: Revise and clarify canopy  
 sections per SK1-SK-7.

**Material:**

| Item Description | Quantity | Unit Price | Extended  |
|------------------|----------|------------|-----------|
| Tube             | 240      | \$ 0.75    | \$ 180.00 |
|                  |          |            | \$ -      |
|                  |          |            | \$ -      |
|                  |          |            |           |
|                  |          |            |           |
|                  |          |            |           |
|                  |          |            |           |
|                  |          |            |           |
| Total Mat.       |          |            | \$ 180.00 |

**Shop Hours (inc. delivery):**

**Detailing:**

**Painting Labor:**

Note: Labor rate includes OH&P  
 and shop equipment

| Hours      | Rate/Hr  | Extended  |
|------------|----------|-----------|
| 4.00       | \$ 65.00 | \$ 260.00 |
| 10.00      | \$ 50.00 | \$ 500.00 |
|            | \$ 45.00 | \$ -      |
| Total Shop |          | \$ 760.00 |

**Subcontractor/  
 Supplier:**

| Subcontractor/Supplier       | Work Description | Quote Amount |
|------------------------------|------------------|--------------|
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
| Sub Total                    |                  | \$ -         |
| 10% mkup                     |                  | \$ -         |
| Total Subcontractor/Supplier |                  | \$ -         |

Change Order Request Amount

\$ 940.00

Sales Tax 6%

\$ 10.80

Total Change Order Request - Rounded

\$ 951.00

Added time to schedule - working days 2.0

CM101741

004618





## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

|                                                          |                                                   |                           |
|----------------------------------------------------------|---------------------------------------------------|---------------------------|
| Project Name: <b>ST. MARY'S CHURCH</b>                   | Project No.: <b>050180</b>                        | Project Date: <b>1981</b> |
| Owner: <b>St. Mary's Parish</b>                          | Architect: <b>Lombard-Conrad Architects, P.A.</b> |                           |
| Contract No.: <b>1000000000</b>                          | Contract Date: <b>1981</b>                        |                           |
| Project Location: <b>1221 S. 1st St., St. Mary's, WI</b> | Project Description: <b>RENOVATION</b>            |                           |

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the contract documents and all changes in contract sum or time. Prior to proceeding in accordance with this instruction, indicate your acceptance of this instruction by minor change to the Work as consistent with the Contract Documents and return a copy to the Architect.

Sheet S2-41: Show two steel columns in canopy area build out at grids 6 and 7. See sketch SK-1.

Sheet S2-52:

1. Provide dimensions for the locations of the TS sections that span east/west beyond grid A at the west side canopy. These TS members TS 20x4x1/2 are supported by the bracket located at the column noted in item #1. See sketch SK-2.
2. Delete the TS 20x4x1/2 shown midway between grids 6 and 7 spanning from grid H to the TS 20x4x1/2 at the entry column line. See sketch SK-3.

Sheet S2-4 Detail E4: Add 18" x 6x1/2" column and the dimension for both the column. This column was shown in detail E4B and in the architectural plan view but was not noted in the related plan view. See sketch SK-3.

Architect's Supplemental Instructions:

Architect's Supplemental Instructions:

These instructions are issued in accordance with the contract documents and all changes in contract sum or time. Prior to proceeding in accordance with this instruction, indicate your acceptance of this instruction by minor change to the Work as consistent with the Contract Documents and return a copy to the Architect.

Authorized By:

Contractor:

Brent Pitts

Lombard-Conrad Architects, P.A.

Attachments: Sketch SK-1 through SK-7

DATE: 1/15/82 BY: [Signature]

PAGE 1 OF 1

Lombard-Conrad Architects

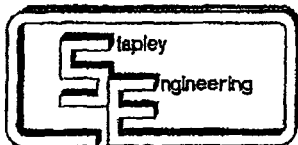
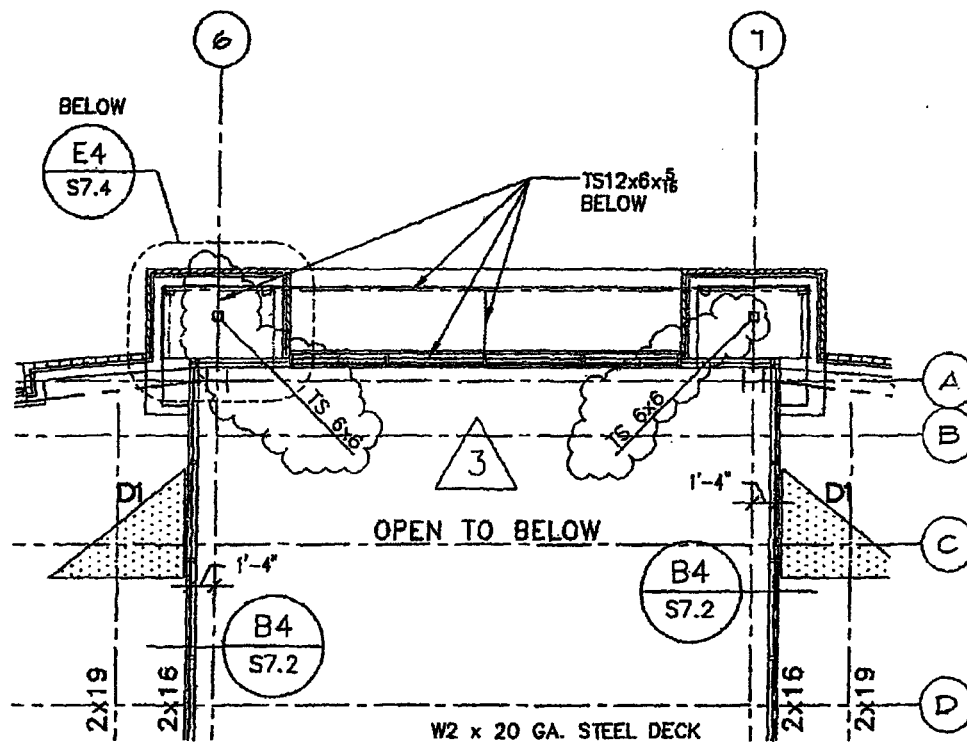
1221 S. 1st St.

St. Mary's, WI

Phone: 208-346-5671

1221 S. 1st St.





8701 W. HACKAMORE DR.  
BOISE, IDAHO 83709  
(208) 375-8240  
08175

DRAWN BY: DM

CHECKED BY: JW

SCALE: 1/8" = 1'-0"

DATE: 7/11/07

DESCRIPTION: CANOPY BRACING

JOB MERIDIAN CITY HALL

NAME: JOB NUMBER 06175

ASTM A519

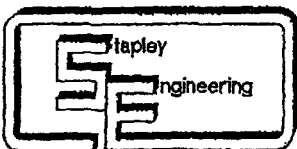
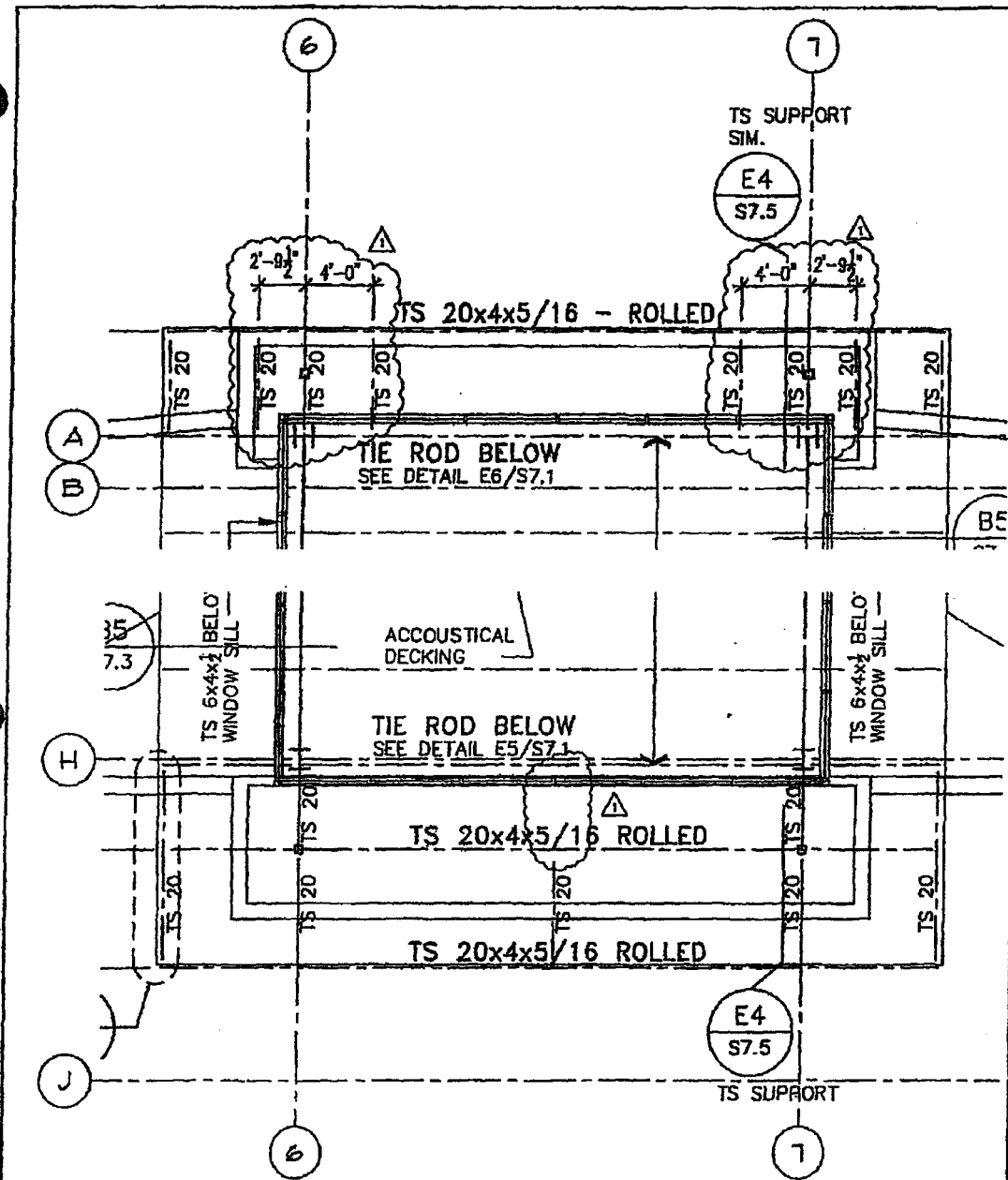
SHEET

S2.41  
SK-1



CM101743

004620



8701 W. HACKAMORE DR.  
BOISE, IDAHO 83709  
(208) 375-8240  
06175

|                              |                  |
|------------------------------|------------------|
| DRAWN BY: DM                 | CHECKED BY: JW   |
| SCALE: NTS                   | DATE: 07/11/2007 |
| DESCRIPTION: CANOPY BRACING  |                  |
| JOB NAME: MERIDIAN CITY HALL | SHEET            |
| AS-119                       | S2.5<br>SK-2     |

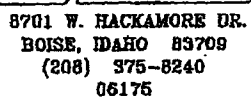
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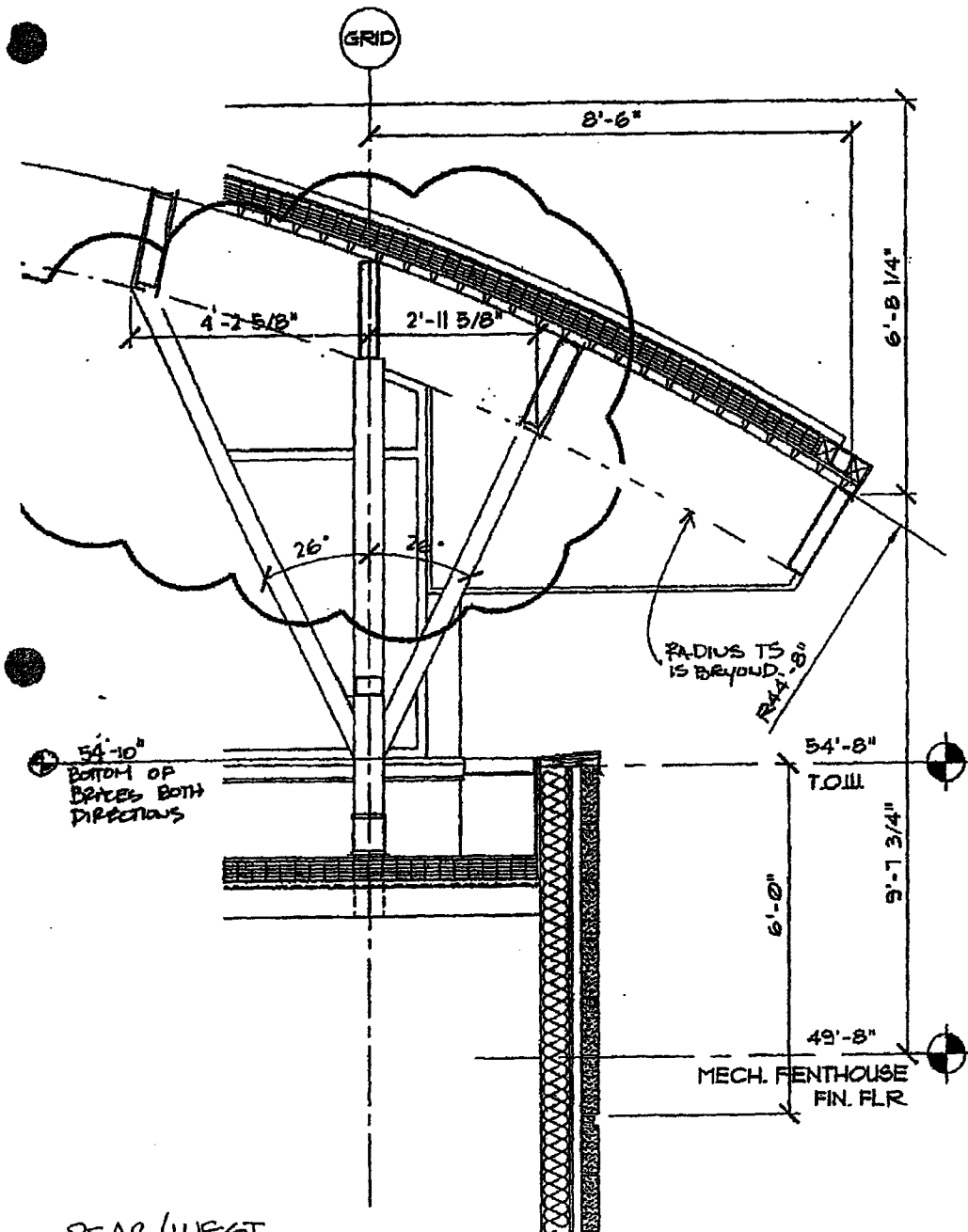
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S7.4  
3K-3

2

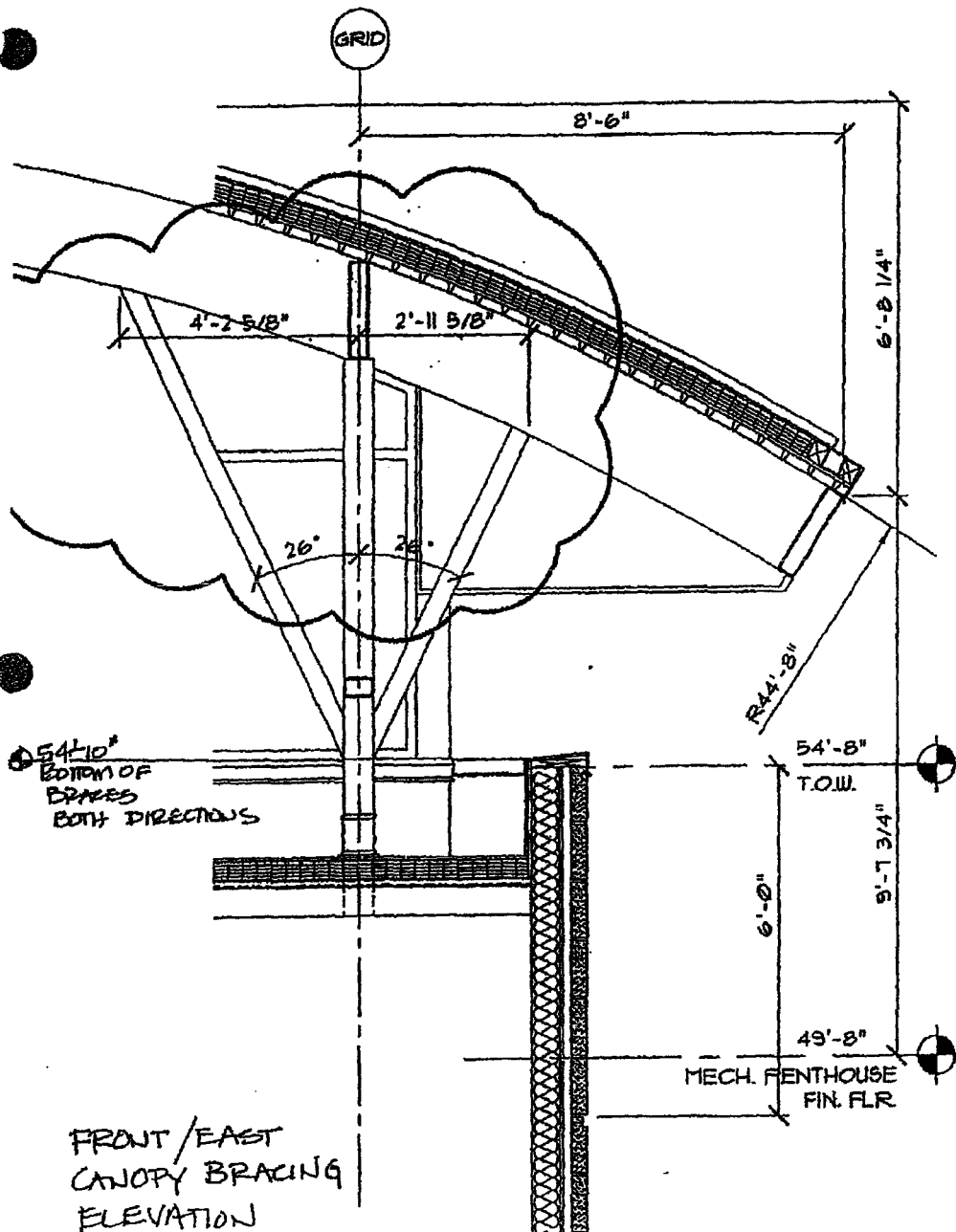
004622



REAR/WEST  
CANOPY BRACING  
ELEVATION

ASI#19

SK-4



FRONT/EAST  
CANOPY BRACING  
ELEVATION

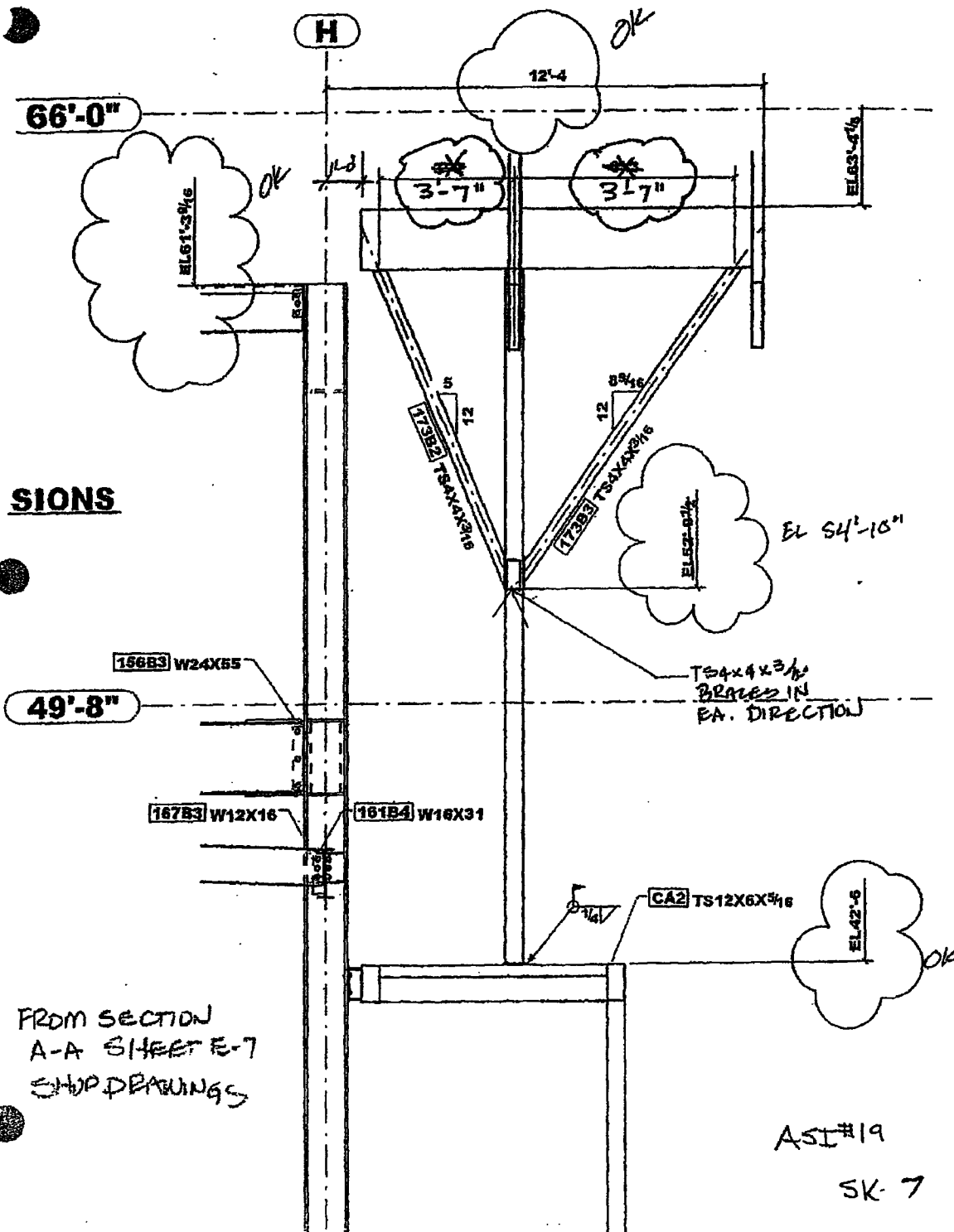
ASI#19

SK-5

CM101747

004624





## Change Order Request Summary

Project: Meridian City Hall  
Date: October 16, 2007  
C/O Req. No.: Five

Subcontractor: Rule Steel  
Reference: ASI #23

Description: Miscellaneous revisions per ASI #23.

**Material:**

| Item Description  | Quantity | Unit Price | Extended    |
|-------------------|----------|------------|-------------|
| WF beam           | 880      | \$ 0.75    | \$ 660.00   |
| Plate             | 250      | \$ 0.75    | \$ 187.50   |
| Tube              | 400      | \$ 0.75    | \$ 300.00   |
| Channel           | 500      | \$ 0.75    | \$375.00    |
| Anchors           | 30       | \$ 5.00    | \$150.00    |
|                   |          |            |             |
|                   |          |            |             |
|                   |          |            |             |
| <i>Total Mat.</i> |          |            | \$ 1,672.50 |

**Shop Hours (inc. delivery):**

**Detailing:**

**Painting Labor:**

Note: Labor rate includes OH&P and shop equipment

| Hours             | Rate/Hr  | Extended    |
|-------------------|----------|-------------|
| 28.00             | \$ 65.00 | \$ 1,820.00 |
| 8.00              | \$ 50.00 | \$ 400.00   |
|                   | \$ 45.00 | \$ -        |
| <i>Total Shop</i> |          | \$ 2,220.00 |

**Subcontractor/  
Supplier:**

| Subcontractor/Supplier              | Work Description   | Quote Amount |
|-------------------------------------|--------------------|--------------|
| Boise Steel Erectors                | Steel installation | \$ 6,348.00  |
|                                     |                    |              |
|                                     |                    |              |
|                                     |                    |              |
|                                     |                    |              |
|                                     |                    |              |
|                                     |                    |              |
|                                     |                    |              |
| <i>Sub Total</i>                    |                    | \$ 6,348.00  |
| <i>10% mkup</i>                     |                    | \$ 634.80    |
| <i>Total Subcontractor/Supplier</i> |                    | \$ 6,982.80  |

**Change Order Request Amount**

**\$ 10,875.30**

**Sales Tax 6%**

**\$ 100.35**

**Total Change Order Request - Rounded**

**\$ 10,976.00**

**Added time to schedule - working days 5.0**

CM101750

004627



## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

|                                |                                    |                                     |                                     |
|--------------------------------|------------------------------------|-------------------------------------|-------------------------------------|
| Date:                          | 08/30/07                           | ASI #:                              | 23                                  |
| Project Name:                  | Meridian City Hall                 | Project #:                          | 08016.01                            |
|                                |                                    | File Code:                          | 9-h                                 |
|                                |                                    | Owner:                              | City of Meridian                    |
| Contractor:                    | Petra Incorporated                 |                                     |                                     |
| <input type="checkbox"/> Owner | <input type="checkbox"/> Architect | <input type="checkbox"/> Consultant | <input type="checkbox"/> Contractor |
| <input type="checkbox"/> Field | <input type="checkbox"/> Other     |                                     |                                     |

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with this instruction, indicate your acceptance of this instruction, for minor change to the Work as consistent with the Contract Documents and return a copy to the Architect.

Sheet A3.3 – Detail A5: Provide a 9"x8 1/2"x3/8" fabricated angle with epoxy anchors at 24" o.c. for the steel lintel at the stair tower header per RFI #24.

Fourth Floor Stair Construction: Provide columns and channels per RFI # 28 for the framing of Stair #4.

Sheet S2.11/S2.12: Revise the floor framing to be a W21x44 at the following locations: Gridline 5.5 from D to E and Gridline 7.5 from D to E.

Acknowledged By: \_\_\_\_\_ Contractor Brent Pitts Lombard-Conrad Architects, P.A.

Attachments: None

06016.01 ASI23 083007 BPp 9-  
h.doc

Lombard-Conrad Architects

1221 Shoreline Ln.

Boise, ID 83702

ph: 208.345.6677

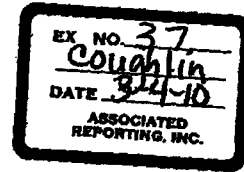
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CM101751

004628



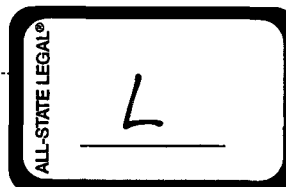


CITY OF MERIDIAN  
33 EAST IDAHO  
MERIDIAN, ID 83642

|                          |
|--------------------------|
| CHANGE ORDER NO. 1       |
| PROJECT NO.              |
| DATE: 12-14-07           |
| EFFECTIVE DATE: 10-30-07 |

### CONTRACT CHANGE ORDER

|                                                                                                        |                                                                                                           |
|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| CONTRACTOR: RULE STEEL                                                                                 |                                                                                                           |
| PROJECT: STEEL AND STEEL ERECTION                                                                      |                                                                                                           |
| The Contractor is hereby directed to make the following changes from the Contract Documents and Plans. |                                                                                                           |
| Description: Additional structural requirements per ASI's #7, 8, 18, 19, 23.                           |                                                                                                           |
| Reason for Change Order: Redesign by Architects                                                        |                                                                                                           |
| Attachments: Architect's Supplemental Instructions #7, 8, 18, 19 & 23.                                 |                                                                                                           |
| <b>CHANGE IN CONTRACT PRICE:</b>                                                                       | <b>CHANGE IN CONTRACT TIMES:</b>                                                                          |
| Original Contract Price \$ 1,874,000.00                                                                | Original Contract Times:                                                                                  |
| Net changes form previous Change Orders<br>No. ___ to ___<br>\$0.00                                    | Net changes form previous Change Orders<br>No. ___ to ___ (calendar days)                                 |
| Contract Price Prior to this Change Order:<br>\$1,847,000.00                                           | Contract Times prior to this Change Order:<br>(calendar days)                                             |
| Net Increase (decrease) of this Change Order:<br>\$35,766.00 ✓                                         | Net Increase (decrease) of this Change Order:<br>(calendar days)<br>N/A 21 RA TO B3 DETERMINED            |
| Contract Price with all Approved Change Orders:<br>\$1,882,766.00                                      | Contract Times with all Approved Change Orders:<br>(calendar days)                                        |
| RECOMMENDED: (Construction Manager)<br>By: <i>[Signature]</i><br>Date: 12/27/07                        | APPROVED: (CITY PURCHASING AGENT)<br>By: Keith Watts<br>Date: 12-14-07                                    |
| ACCEPTED: (Contractor)<br>By: <i>[Signature]</i><br>Date: 1/3/08                                       | ATTEST: approved by<br>City Council<br>By: City Clerk, Will Berg Jr.<br>Date: 12-18-07 <i>[Signature]</i> |
| APPROVED: (CITY)<br>By: Tammy de Weerd<br>Date: 12-18-07                                               | ATTEST:<br>By: City Clerk, Will Berg Jr.<br>Date: 12-18-07                                                |



CM101717

004629

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADATHE CITY OF MERIDIAN, an Idaho  
Municipal Corporation, )

) Case No. CV OC 09-7257

Plaintiff, )

v. )

PETRA, INCORPORATED, an Idaho )  
Corporation, )

Defendant. )

30(b)(6) DEPOSITION OF THOMAS R. COUGHLIN  
March 4, 2010  
Boise, Idaho

Janet French, CSR #946, RPR

INDEX  
EXAMINATIONTHOMAS R. COUGHLIN PAGE  
By Mr. Trout 6

## EXHIBITS

| NO.                                                                      | PAGE |
|--------------------------------------------------------------------------|------|
| 33. Second Notice of Deposition of Petra Incorporated 30(b)(6) (3 pages) | 6    |
| 34. AIA Document A201/CMA - 1992 CM101759-1810 (51 pages)                | 20   |
| 35. AIA Document A101/CMA - 1992 CM101752-1758 (6 pages)                 | 24   |
| 36. Rule Steel's Change Order No. 1 CM101719-751 (32 pages)              | 27   |
| 37. Rule Steel's Change Order No. 1 CM101717 (1 page)                    | 33   |
| 38. Rule Steel's Change Order No. 2 CM101701-715 (14 pages)              | 36   |
| 39. 6/25/2007 ASI No. 13 CM072234-35 (2 pages)                           | 38   |
| 40. 11/26/2007 ASI No. 52 CM072326-30 (4 pages)                          | 39   |
| 41. 11/30/2007 ASI No. 54 CM072332-2336 (4 pages)                        | 39   |
| 42. 12/21/2007 RFI No. 73 CM071891 (1 page)                              | 40   |
| 43. 12/26/2007 RFI No. 74 CM071892 (1 page)                              | 40   |
| 44. 2/12/2008 RFI No. 93 CM071918 (1 page)                               | 41   |
| 45. 2/13/2008 RFI No. 94 CM071919-20 (2 pages)                           | 41   |

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## 30(b)(6) DEPOSITION OF THOMAS R. COUGHLIN

BE IT REMEMBERED that the deposition of THOMAS R. COUGHLIN was taken by the Plaintiff at the offices of Trout Jones Gledhill Fuhrman, P.A., located at 225 North 9th Street, Suite 820, Boise, Idaho, before Associated Reporting, Inc., by Janet French, a Court Reporter and Notary Public in and for the County of Ada, State of Idaho, on Thursday, the 4th day of March, 2010, commencing at the hour of 9:30 a.m. in the above-entitled matter.

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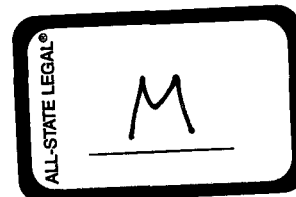
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## EXHIBITS (Continued)

| NO.                                                                                                                                                                      | PAGE |
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| 46. Rule Steel's Change Order No. 3 CM101682-700 (18 pages)                                                                                                              | 47   |
| 27. Petra's 8/21/09 Response to the City of Meridian's First Set of Interrogatories (76 pages)                                                                           | 73   |
| 47. Document from Petra to City of Meridian in response of request for additional information and back-up regarding proposed Change Order No. 2 CM023878-3902 (24 pages) | 78   |

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| <p>1 PROCEEDINGS</p> <p>2</p> <p>3 THOMAS R. COUGHLIN,</p> <p>4 a witness having been first duly sworn to tell the</p> <p>5 truth, the whole truth, and nothing but the truth,</p> <p>6 testified as follows:</p> <p>7</p> <p>8 MR. TROUT: Good morning. We are on the record</p> <p>9 in the 30(b)(6) deposition of Petra, Incorporated,</p> <p>10 pursuant to notice and pursuant to a deposition duces</p> <p>11 tecum. It is my understanding that Mr. Thomas</p> <p>12 Coughlin is being produced as the person most</p> <p>13 knowledgeable on behalf of Petra with respect to this</p> <p>14 deposition, Counsel. And am I to understand, or do</p> <p>15 you have a statement of any kind as to which of the</p> <p>16 issues in the deposition notice Mr. Coughlin is being</p> <p>17 designated as the individual most knowledge on behalf</p> <p>18 of Petra, Incorporated?</p> <p>19 MS. KLEIN: As I understand it, Counsel, we</p> <p>20 actually indicated that Mr. Coughlin and Mr. Bennett</p> <p>21 together would be the most knowledgeable way to do</p> <p>22 this and that Mr. Bennett was not available for</p> <p>23 today's deposition, and you indicated you desired to</p> <p>24 proceed forward with Mr. Coughlin anyway at this point</p> <p>25 in time. As you are aware, he doesn't have knowledge</p> <p style="text-align: right;">Page 5</p> | <p>1 Sir, you've been handed what has been marked</p> <p>2 as Deposition No. 36 for identification, which is --</p> <p>3 MS. KLEIN: Thirty-three.</p> <p>4 MR. TROUT: Oh, I'm sorry. Did I misstate? My</p> <p>5 apologies.</p> <p>6 Q. (BY MR. TROUT) For the record, you have</p> <p>7 been handed what has been marked as Deposition 33 for</p> <p>8 identification, and this request that Petra,</p> <p>9 Incorporated, produce any and all documents here today</p> <p>10 related to the issuance of any and all notices of</p> <p>11 substantial completion for each prime contract.</p> <p>12 Did you bring with you today any documents?</p> <p>13 A. No.</p> <p>14 Q. Can you tell me why you didn't bring any</p> <p>15 notices of substantial completion for the prime</p> <p>16 contracts?</p> <p>17 A. Everything that I know of has been produced.</p> <p>18 Q. Well, okay. I recognize that's a general</p> <p>19 statement. My specific question is, did you or did</p> <p>20 Petra look specifically for the notices of substantial</p> <p>21 completion for each prime contract?</p> <p>22 A. I haven't seen any.</p> <p>23 Q. Okay. So can we take from your testimony</p> <p>24 for this record that to the best of your knowledge</p> <p>25 there are no notices of substantial completion for</p> <p style="text-align: right;">Page 7</p> |
| <p>1 of anything that would be prior to November of 2007</p> <p>2 with regards to this project. Beyond that, I don't</p> <p>3 have anything specific that I can tell you, other than</p> <p>4 what you already know from the prior deposition you</p> <p>5 took in terms of what his knowledge would be. But I</p> <p>6 would just note we actually would have had Mr. Bennett</p> <p>7 here as well to respond to the subpoena.</p> <p>8 MR. TROUT: Understood. And we have established</p> <p>9 at Mr. Coughlin's prior deposition that the dates of</p> <p>10 his respective performance on the contract, and I'll</p> <p>11 limit my inquiry accordingly.</p> <p>12 MS. KLEIN: Thank you.</p> <p>13 (Deposition Exhibit No. 33 marked.)</p> <p>14</p> <p>15 EXAMINATION</p> <p>16 BY MR. TROUT:</p> <p>17 Q. For purposes of our record today, Tom, since</p> <p>18 we've been through this once, I won't re-ask you any</p> <p>19 of the questions about the deposition process, and</p> <p>20 we'll simply ask you this, can I presume that we are</p> <p>21 going to proceed on the same basis as we did last time</p> <p>22 with respect to hearing and understanding the</p> <p>23 questions and responding accordingly?</p> <p>24 A. We can.</p> <p>25 Q. All right, sir. Thank you very much.</p> <p style="text-align: right;">Page 6</p>                         | <p>1 each prime contract in the Meridian City Hall Project?</p> <p>2 A. We can.</p> <p>3 Q. All right. This document also requests that</p> <p>4 Petra produce written notices of completion for</p> <p>5 inspection and acceptance of all prime contractors.</p> <p>6 Did you provide any documents related to</p> <p>7 that request?</p> <p>8 A. Not that I know of.</p> <p>9 Q. Okay. Would I take from your testimony that</p> <p>10 there are no written notices of completion for</p> <p>11 inspection and acceptance of the prime contractor's</p> <p>12 work.</p> <p>13 MS. KLEIN: I believe he's already been asked and</p> <p>14 answered that question stating he was not aware of</p> <p>15 any.</p> <p>16 MR. TROUT: Okay. However, I want to make sure</p> <p>17 that our record is clear, and I don't want to belabor</p> <p>18 the point.</p> <p>19 Q. (BY MR. TROUT) Is it Petra's statement by</p> <p>20 way of your testimony that there are no notices of</p> <p>21 completion for inspection and acceptance of the prime</p> <p>22 contractor's on the Meridian City Hall Project?</p> <p>23 A. I cannot recall any.</p> <p>24 Q. All right. This document also requests that</p> <p>25 you provide -- or that Petra provide all prime</p> <p style="text-align: right;">Page 8</p>                                                         |

1 contractor's applications for payment on the Meridian  
2 City Hall Project.  
3 Did you provide documents to us today for  
4 that request?  
5 A. Not today.  
6 Q. Okay. Did you conduct a search for the  
7 prime contractor's applications for payments?  
8 A. They have been produced previously.  
9 Q. All right. So I take from your testimony  
10 that all of the prime contractor's applications for  
11 payment have been produced in the discovery responses  
12 to date and there are none others that Petra is aware  
13 of?  
14 MS. KLEIN: I'm going to object to the extent  
15 there is a lack of foundation for anything prior to  
16 November of 2007 if any pay applications were  
17 submitted prior to that date.  
18 MR. TROUT: Fair objection, and my question is so  
19 limited.  
20 Q. (BY MR. TROUT) With that limitation, Tom,  
21 can you answer the question?  
22 A. Yes.  
23 Q. Okay. And the answer to the question is,  
24 yes?  
25 A. Yes.

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1 Q. All right. Would your answer to the  
2 question be the same for the final applications for  
3 payment by prime contractors?  
4 A. Yes.  
5 Q. All right. The notice duces tecum also  
6 requests that Petra provide any and all documents  
7 related to the administration of the prime contracts.  
8 Did you bring any documents with you today?  
9 A. No.  
10 Q. Why not, sir?  
11 A. Again, I believe they've all been produced.  
12 Q. All right. The question in Exhibit No. 33  
13 also asks for the production of all certificates for  
14 payment.  
15 Have you brought any documents with you with  
16 respect to that request?  
17 A. I'm not exactly sure what you mean by  
18 certificates of payment.  
19 Q. Okay. Well, let me ask some foundation  
20 questions and perhaps I can clarify it. It's my  
21 understanding under the prime contract and under the  
22 construction management agreement that at any juncture  
23 where a pay request is prepared and submitted by Petra  
24 to the City for this project, there should have been a  
25 certificate executed by both Petra and the architect,

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1 Lombard-Conrad, with the pay request; is that correct?  
2 A. Yes.  
3 Q. All right. And what I'm asking for and we  
4 asked for were the production of all of those  
5 certificates for pay requests denominated as  
6 certificates for payment.  
7 Does that make more sense to you now?  
8 A. Yes. If you are referring to the AIA G702  
9 form, it's been produced.  
10 Q. Okay. So to the best of Petra's knowledge,  
11 based on your understanding, at least during the  
12 tenure of your work, all of those certificates for  
13 payment have been produced?  
14 A. Yes.  
15 Q. All right. The request likewise asks for  
16 the final project certificate for payment, which we  
17 understand was required by each of the prime  
18 contracts.  
19 Have you brought a document or any documents  
20 responsive to that request?  
21 A. Again, I'm not sure what you are meaning.  
22 Q. Well, as I understand the prime contract  
23 administration requirements using the A201 1992 CMA  
24 form, there is required as part of the administration  
25 of the contract a final certificate for payment that

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1 is to be prepared by the construction manager and the  
2 architect at the, what I will call, absolute  
3 conclusion of the contractor's work. And that's the  
4 certificate that we are looking for with respect to  
5 each prime contractor in this request that asks for  
6 the final project certificate for payment.  
7 A. Each contractor would have prepared their  
8 own pay request using a form that would have mimicked  
9 the AIA form, but doesn't necessarily mean it was.  
10 Q. And when you say, it doesn't necessarily  
11 mean it was, are you saying that on behalf of Petra  
12 you don't know whether those forms were actually  
13 prepared and submitted?  
14 A. I know the final pay apps from contractors  
15 were submitted.  
16 Q. Okay. But you don't know whether a final  
17 certificate for payment was prepared for each  
18 contractor?  
19 A. Again, I'm not understanding your question.  
20 Q. Okay. According to the A201 CMA that was  
21 part of every prime contract for this project, would  
22 you agree with me that at the conclusion of the prime  
23 contractor's work effort following completion of any  
24 punch list work there was to be a certificate for  
25 final payment prepared and executed by the

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| <p>1 construction manager and architect for submission so<br/>2 that a prime contractor could receive their final<br/>3 payment on the contract?<br/>4 A. By final payment, do you mean retainage?<br/>5 Q. Yes.<br/>6 A. I know of no certificate.<br/>7 Q. Okay. So based upon your review of the<br/>8 Petra documents, would I be correct from your<br/>9 testimony that you are not aware of any final payment<br/>10 certificates that were prepared for prime contractors<br/>11 on this job?<br/>12 MS. KLEIN: I'm going to object on the basis that<br/>13 there is lack of foundation because I think you are<br/>14 assuming facts that are not in evidence, because if<br/>15 they submitted their initial application for payment<br/>16 and they were paid on that, I don't know why there<br/>17 would be anything subsequent to that, and you are<br/>18 presuming there is.<br/>19 MR. TROUT: Your objection is fairly stated and<br/>20 noted. I am only asking the question for purposes of<br/>21 our record because it's my understanding that pursuant<br/>22 to the contract administration requirements of the<br/>23 A201 1992 CMA general conditions that that particular<br/>24 document is a requirement of the contract.<br/>25 Q. (BY MR. TROUT) And so my question is<br/>Page 13</p> | <p>1 an ASI and used what you have described as a self<br/>2 transmitting form?<br/>3 A. Sure. We'd get it from the architect. It<br/>4 would be transmitted. It would have a -- you know,<br/>5 its own cover, ASI, whatever, the subject, date. That<br/>6 would in turn be, if possible, turned around and faxed<br/>7 with a form to the subcontractor or to the<br/>8 contractor -- any of the applicable contractors. If<br/>9 it was too big to be faxed or otherwise transmitted,<br/>10 chances are they'd come in and pick it up. But the<br/>11 form was not a formal transmittal as entered in the<br/>12 system. Some of them probably were, but not all of<br/>13 them.<br/>14 Q. All right. So if we were looking for<br/>15 documents that would reflect the transmittal, in most<br/>16 cases we'd be able to see a fax cover sheet from Petra<br/>17 to the contractor or contractors affected by the ASI;<br/>18 correct?<br/>19 A. Yes.<br/>20 Q. And if a contractor, as you put it, came in<br/>21 and picked it up, would there be a sign off sheet of<br/>22 some kind that would reflect their receipt of the ASI?<br/>23 A. In most cases there should be some kind of<br/>24 sign off sheet kept.<br/>25 Q. Okay. And the whole purpose of either the<br/>Page 15</p> |
| <p>1 restated as follows: Based upon your review of<br/>2 Petra's documents as Petra's authorized<br/>3 representative, would I be correct in understanding<br/>4 from your prior answer that to the best of your<br/>5 knowledge you are not aware of any certificates for<br/>6 final payment that were prepared for each prime<br/>7 contractor on this job?<br/>8 A. I'm not aware of any AIA certificates, no.<br/>9 Q. All right. As part of the contract<br/>10 administration by Petra on this job, did Petra have a<br/>11 policy to transmit ASIs it received immediately to the<br/>12 prime contractors for their review?<br/>13 A. Yes.<br/>14 Q. Was that policy followed during your tenure<br/>15 as the project engineer on this project?<br/>16 A. Yes.<br/>17 Q. Were the transmittals of ASIs logged into<br/>18 the Petra transmittal log?<br/>19 A. Not in all cases, no.<br/>20 Q. Why not?<br/>21 A. They were kept with the ASIs that are a self<br/>22 transmitting form that was faxed.<br/>23 Q. Okay. If -- I think I understand. I'm not<br/>24 sure the record is clear, so could you, for the<br/>25 record, describe what would happen when Petra received<br/>Page 14</p>                                                                                                          | <p>1 fax transmittal or the sign off sheet is to ensure<br/>2 from a documentation standpoint that there is no<br/>3 question when the ASI was received by the prime<br/>4 contractor; correct?<br/>5 A. Correct.<br/>6 Q. Would the same procedure that you've just<br/>7 described with respect to ASIs be true with respect to<br/>8 RFIs?<br/>9 A. The answer would have come in, been logged<br/>10 in the RFI system, noted there, and typically faxed<br/>11 back to him -- faxed back to the contractor that asked<br/>12 or any of them that were affected, yes.<br/>13 Q. Okay. When you say, logged into the RFI<br/>14 system, can you tell me what that means?<br/>15 A. The Expedition system that was used.<br/>16 Q. And so if I understand correctly, that would<br/>17 be the Expedition database which was used to keep and<br/>18 maintain a large portion of the records on this case?<br/>19 A. As far as RFIs and ASIs, yes.<br/>20 Q. Okay. And just so that I'm clear and our<br/>21 record is clear, if I were to describe a typical<br/>22 sequence, there would be an RFI generated by a prime<br/>23 contractor and received by Petra; correct?<br/>24 A. Correct.<br/>25 Q. Petra would then forward that to<br/>Page 16</p>                                       |

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| <p>1 Lombard-Conrad or one of their affiliate entities like<br/>2 the electrical engineer, for example, in order to<br/>3 receive a response; is that correct?</p> <p>4 A. It would go to LCA. It would have been<br/>5 probably copied to their consultant to save time.</p> <p>6 Q. All right. And then when the response to<br/>7 the RFI came back to Petra, it would be logged into<br/>8 Expedition and transmitted to the prime contractor?</p> <p>9 A. Correct.</p> <p>10 Q. Okay. When, if at all, Petra was making<br/>11 some kind of analysis of a schedule with respect to a<br/>12 request for additional time by a contractor, how could<br/>13 we identify what schedule was used for that analysis?</p> <p>14 A. Other than Rule Steel, I don't know of any<br/>15 requests for time.</p> <p>16 Q. Okay. Let's take -- we are going to come to<br/>17 talk about Rule Steel a lot today, so let's just take<br/>18 that one while we have it.</p> <p>19 When a request of time was made by Rule<br/>20 Steel, how could we identify which of the many<br/>21 construction schedules was utilized in order to<br/>22 analyze the request for time?</p> <p>23 A. I don't know if you could.</p> <p>24 Q. Okay. Tell me why not.</p> <p>25 A. Because I don't know if it was identified.</p> <p style="text-align: right;">Page 17</p>    | <p>1 A. A good portion of it was done before I took<br/>2 over, pre November, by Wes Bettis.</p> <p>3 Q. And how was that documented in the Petra<br/>4 files so I would know where to go look for that work?</p> <p>5 A. Correspondence between Wes and Rule Steel.</p> <p>6 Q. Okay. Is there any source, other than<br/>7 correspondence, Tom?</p> <p>8 A. I think that's where it is documented. I<br/>9 don't know -- I have no knowledge of what he<br/>10 specifically did.</p> <p>11 Q. And by, "he," you mean, Wes Bettis?</p> <p>12 A. Wes Bettis. I'm relying on the<br/>13 correspondence.</p> <p>14 Q. Okay. In the interim, since your first<br/>15 personal deposition, we have looked at every document<br/>16 that's been produced to the electronic database source<br/>17 that we agreed we'd all use, and we are unable to find<br/>18 any weather data.</p> <p>19 Are you aware of any file at Petra that<br/>20 contains a documented piece of weather data of any<br/>21 kind?</p> <p>22 A. The weather data I know would be documented<br/>23 on daily reports.</p> <p>24 Q. Okay. Other than a daily report, are you<br/>25 aware of any other weather data documentation in the</p> <p style="text-align: right;">Page 19</p> |
| <p>1 At that point, you would be working with the<br/>2 production schedules and the weekly schedules.</p> <p>3 Q. Okay. Hopefully, you can understand my<br/>4 problem here. In looking back at the Rule Steel<br/>5 requests for time, during the course of discovery<br/>6 we've been given 80 plus or minus schedules, and we've<br/>7 been unable to specifically identify any schedule that<br/>8 might have been utilized in the Rule Steel analysis.<br/>9 Would I be correct in understanding that from your<br/>10 testimony that we don't have any Petra documentation<br/>11 that would tell us which specific schedule might have<br/>12 been used in that analysis?</p> <p>13 A. I can't think of one -- any documentation.</p> <p>14 Q. Okay. Even in the absence of a specific<br/>15 file and documentation kept by Petra, based on your<br/>16 personal knowledge, can you tell me what one, if any,<br/>17 of the schedules was used in the Rule Steel analysis?</p> <p>18 A. I can't remember any description or date on<br/>19 it.</p> <p>20 Q. Okay. And you would be the only one with<br/>21 that personal knowledge, if I understand correctly,<br/>22 because you're the one that did the analysis; is that<br/>23 right?</p> <p>24 A. Not entirely correct.</p> <p>25 Q. Okay.</p> <p style="text-align: right;">Page 18</p> | <p>1 Petra files?</p> <p>2 A. I don't know exactly what you are looking<br/>3 for when you say, weather data.</p> <p>4 Q. Okay. Anything other than a daily report?</p> <p>5 A. That documents what the weather was like on<br/>6 a particular day?</p> <p>7 Q. Or documents, any NOAA weather data, or any<br/>8 other source of any governmental documentation of<br/>9 weather data?</p> <p>10 A. No. As far as I know, there is no printout<br/>11 of the online data.</p> <p>12 Q. All right. In the administration of the<br/>13 prime contracts, it is my understanding from the<br/>14 A201/CMa-1992 addition that was utilized in<br/>15 conjunction with the prime contracts in this project<br/>16 that a separate punch list was to be prepared for each<br/>17 prime contractor; is that correct?</p> <p>18 MS. KLEIN: I'm going to object on lack of<br/>19 foundation. Do we have that document in our exhibits<br/>20 that we can actually look at?</p> <p>21 MR. TROUT: Sure. We'll get it introduced right<br/>22 now.</p> <p>23 (Deposition Exhibit No. 34 marked.)</p> <p>24 Q. (BY MR. TROUT) Sir, you've been handed<br/>25 what's been marked as AIA document A201/CMa-1992,</p> <p style="text-align: right;">Page 20</p>       |

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| <p>1 which I understand to be the general conditions of the<br/>2 contract for construction that was utilized with every<br/>3 prime contract on the City of Meridian City Hall<br/>4 Project.<br/>5 Do you recognize that, sir?<br/>6 A. Yes, I do.<br/>7 Q. Is that, in fact, a copy of the general<br/>8 conditions that were utilized for all of the prime<br/>9 contracts on this project?<br/>10 A. I believe so.<br/>11 Q. All right. Now, turning your attention, if<br/>12 you would, please, to section 9.8.2.<br/>13 A. Hold it. I spaced off the first couple<br/>14 there. Nine --<br/>15 Q. Point eight, point two, sir.<br/>16 A. Yeah.<br/>17 Q. It is on page CM101800 of Exhibit No. 34.<br/>18 Do you have that?<br/>19 A. Yes.<br/>20 Q. All right, sir. It appears as though that<br/>21 when the contractor considered the work to be<br/>22 substantially complete, the contractor and<br/>23 construction manager were to jointly prepare and<br/>24 submit to the architect a comprehensive list of items<br/>25 to be completed or corrected; is that correct?</p> <p style="text-align: right;">Page 21</p>                                                                                                                                                             | <p>1 would be any items that wouldn't be complete for<br/>2 whatever reason.<br/>3 Q. Okay. Based upon your review of the Petra<br/>4 records, are you aware of any list that complies with<br/>5 the requirements of section 9.8.2 that was prepared<br/>6 for Rule Steel?<br/>7 A. Without review, I couldn't recall.<br/>8 Q. All right. Based upon what we have been<br/>9 told by yourself and counsel for Petra, it's our<br/>10 understanding that we have been provided electronic<br/>11 copies of all the project records related to project<br/>12 administration.<br/>13 Are you aware of any document that we have<br/>14 not been provided?<br/>15 A. Not that I can recall, no.<br/>16 Q. Okay. Well, I'll represent to you that we<br/>17 have looked specifically for any kind of list related<br/>18 to section 9.8.2 as it relates to Rule Steel, and we<br/>19 cannot find one. Either from your review of the<br/>20 records or from your personal knowledge, do you have<br/>21 any reason to dispute the fact that no such list<br/>22 exists?<br/>23 MS. KLEIN: I'm going to object. You have<br/>24 already asked him this question, and he already<br/>25 answered it, not specifically to Rule Steel, but</p> <p style="text-align: right;">Page 23</p> |
| <p>1 A. That's correct.<br/>2 Q. And in the construction trade, that's<br/>3 typically called the punch list; correct?<br/>4 A. One of them, yes.<br/>5 Q. All right. So would I be correct in saying<br/>6 that at least under 9.8.2 of Exhibit No. 34, the<br/>7 general conditions, a punch list should have been<br/>8 completed for every prime contractor at the point<br/>9 wherein that contractor considered the work to be<br/>10 substantially complete?<br/>11 A. Typically, what happens is the contractor<br/>12 would prepare an exception list and give it to the<br/>13 architect, talk to the architect with it -- about it<br/>14 before the punch list -- what we'd call the punch list<br/>15 was walked by the architect.<br/>16 Q. Okay.<br/>17 A. We'd accompany that architect.<br/>18 Q. That may be typically what happened, but<br/>19 what I'm really asking is, isn't a punch list supposed<br/>20 to be prepared in the contract administration pursuant<br/>21 to the terms of section 9.8.2 as described?<br/>22 A. We don't call it a punch list, no.<br/>23 Q. Okay. What official name do you give to the<br/>24 list which is described in section 9.8.2?<br/>25 A. I don't know if it has an official name. It</p> <p style="text-align: right;">Page 22</p> | <p>1 generally speaking, and he didn't know that.<br/>2 MR. TROUT: I understand your objection.<br/>3 You can answer, Tom.<br/>4 THE WITNESS: The superintendent would have<br/>5 prepared the list.<br/>6 Q. (BY MR. TROUT) Is that a document that<br/>7 should have been kept and maintained as a project<br/>8 record by Petra for this project?<br/>9 A. There should have been a record of it.<br/>10 Q. As we sit here today, are you aware of a<br/>11 record of it?<br/>12 A. I can't say.<br/>13 (Deposition Exhibit No. 35 marked.)<br/>14 Q. (BY MR. TROUT) Sir, you've been handed what<br/>15 has been marked as Exhibit No. 35 for identification.<br/>16 Do you recognize that?<br/>17 A. Yes.<br/>18 Q. And what is it, sir?<br/>19 A. A contract for Rule Steel.<br/>20 Q. All right, sir. This contract is dated May<br/>21 8, 2007, and identifies the project as an<br/>22 approximately 100,000 square foot multi story city<br/>23 hall office building with a basement; correct?<br/>24 A. I believe so, yeah.<br/>25 Q. All right. Turning your attention to page</p> <p style="text-align: right;">Page 24</p>                                                                                                                                           |



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| <p>1 CM101753 of Exhibit No. 35, this contract provides for<br/>2 a date of commencement and a substantial completion<br/>3 date; is that correct?<br/>4 A. That is correct.<br/>5 Q. Date of commencement is July 16, 2007; is<br/>6 that correct?<br/>7 A. Yes.<br/>8 Q. And substantial completion to be achieved by<br/>9 October 5th, 2007, as reflected on page CM101753; is<br/>10 that correct?<br/>11 A. Correct.<br/>12 Q. All right. This contract also contains a<br/>13 provision for liquidated damages; is that correct?<br/>14 A. It should, yes.<br/>15 Q. At the sum of \$500 per day?<br/>16 A. Correct.<br/>17 Q. What does the term "time of the essence"<br/>18 mean to you?<br/>19 A. As far --<br/>20 Q. As far as contract completion on this<br/>21 project.<br/>22 A. That time is important.<br/>23 Q. Okay. And, in general, did it mean in this<br/>24 project that prime contractors were required to keep<br/>25 and maintain a schedule that would have them complete</p> <p style="text-align: right;">Page 25</p>                                                                                                                                                                                                                                                                                                        | <p>1 condition giving rise to the claim, whichever is<br/>2 later;" correct?<br/>3 A. Correct.<br/>4 Q. Claims must be made by written notice,<br/>5 quote, unquote; correct?<br/>6 A. Correct.<br/>7 Q. Any claim not timely made shall be deemed<br/>8 waived, quote, unquote; correct?<br/>9 A. Correct.<br/>10 (Deposition Exhibit No. 36 marked.)<br/>11 Q. (BY MR. TROUT) Sir, I'm going to hand you<br/>12 what's been marked as Deposition Exhibit No. 36 and<br/>13 ask if you recognize that document?<br/>14 A. I believe so.<br/>15 Q. What is it, sir?<br/>16 A. It's a city change order form for Rule<br/>17 Steel.<br/>18 Q. Okay. This change order form references --<br/>19 let's take the first page of Exhibit No. 36, sir.<br/>20 Who prepared that page?<br/>21 A. I don't know.<br/>22 Q. Okay. Did Petra?<br/>23 A. I have no idea.<br/>24 Q. All right. Your start date on the project,<br/>25 if I recall correctly, was in November of 2007;</p> <p style="text-align: right;">Page 27</p>                                                                                                                       |
| <p>1 by the substantial completion date identified in their<br/>2 contract documents?<br/>3 A. That would be a fair assumption.<br/>4 Q. Okay. Now, under the terms of Exhibit<br/>5 No. 34 of the general conditions for the construction<br/>6 contracts on this project, if a contractor -- prime<br/>7 contractor wanted to make a request for an extension<br/>8 of time, they were required to do so within 21 days of<br/>9 the event giving rise to that request. Would you<br/>10 agree?<br/>11 A. I can't recall what it says, but I'll --<br/>12 Q. Okay. Well, let's take a look. Turning<br/>13 your attention, if you would, please, to section 8.3<br/>14 of Exhibit No. 34 at page CM101796, and if you would<br/>15 -- actually, turn to page CM101797, section 8.3.2 says<br/>16 that claims relating to time shall be made in<br/>17 accordance with the applicable provisions of section<br/>18 4.7; correct?<br/>19 A. Correct.<br/>20 Q. And if we turn to section 4.7 of Exhibit<br/>21 No. 34, which is on page CM101788, section 4.7.3 says,<br/>22 "Claims by the subcontractor must be made within 21<br/>23 days after the occurrence of the event giving rise to<br/>24 such claim or within 21 days after the contractor<br/>25 first knew or should have known of the event or</p> <p style="text-align: right;">Page 26</p> | <p>1 correct?<br/>2 A. You are correct.<br/>3 Q. Did you participate in the preparation of<br/>4 this change order in any fashion?<br/>5 A. No, I did not.<br/>6 Q. All right. Well, I want to gather some<br/>7 information, if we can, for our record, so what I'd<br/>8 like to do is, first of all, turn to the face page of<br/>9 Exhibit No. 36. This describes changes to the<br/>10 contract documents and plans, which are identified as<br/>11 ASI No. 7, 8, 18, 19, and 23; is that correct?<br/>12 A. Correct.<br/>13 Q. Okay. Turning your attention to page<br/>14 CM101724, this appears to be ASI No. 7; correct?<br/>15 MS. KLEIN: I'm going to object on a basis of<br/>16 lack of foundation. This is from June of '07. He<br/>17 doesn't have knowledge of that.<br/>18 MR. TROUT: He can identify what the document<br/>19 says. That's all I'm doing, Counsel.<br/>20 MS. KLEIN: Okay.<br/>21 THE WITNESS: It does.<br/>22 Q. (BY MR. TROUT) And it appears to be dated<br/>23 June 4 of 2007; correct?<br/>24 A. Correct.<br/>25 Q. Okay. Turning your attention to the</p> <p style="text-align: right;">Page 28</p> |

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| <p>1 previous page which is CM101723, this appears to be a<br/>2 change order request summary for ASI No. 7; correct?<br/>3 A. Correct.<br/>4 Q. Is this a Rule Steel document or a Petra<br/>5 document?<br/>6 A. It looks to be a Rule Steel document.<br/>7 Q. Okay. And its date is August 30, 2007?<br/>8 A. It is.<br/>9 Q. All right. Turning your attention to page<br/>10 CM101730 in Exhibit No. 36, please. This appears to<br/>11 be Architectural Supplemental Instruction No. 8, dated<br/>12 June 5th, 2007; correct?<br/>13 A. Correct.<br/>14 Q. And turning back one page to CM101729, this<br/>15 appears to go to Rule's change order request summary<br/>16 dated August 30, 2007; correct?<br/>17 MS. KLEIN: I'm going to object on the basis that<br/>18 he said it appeared to be Rule Steel's, but we don't<br/>19 actually have -- he doesn't have any personal<br/>20 knowledge of that fact.<br/>21 MR. TROUT: Okay.<br/>22 Q. (BY MR. TROUT) Well, you'd recognize Rule<br/>23 Steel's request form, wouldn't you, sir?<br/>24 A. It looks like -- like I said, it appears to<br/>25 be.</p> <p style="text-align: right;">Page 29</p> | <p>1 A. Correct.<br/>2 Q. And the previous page, CM101750, appears to<br/>3 be Rule's change order request summary regarding ASI<br/>4 23, dated October 16, 2007; correct?<br/>5 A. It does.<br/>6 Q. All right. I will represent to you, sir,<br/>7 that we have examined all of the information made<br/>8 available to us in the response to request for<br/>9 production of documents by way of the electronic<br/>10 database, and we can't find any other documentation in<br/>11 the form of a change order request from Rule Steel,<br/>12 other than the ones which are identified in Exhibit<br/>13 No. 36.<br/>14 Are you aware of any?<br/>15 A. I don't have any knowledge of what those<br/>16 documents or anything else that would have gone on.<br/>17 Q. Okay. I want to take just a moment, if we<br/>18 can, and we'll work in a linear fashion. Again,<br/>19 referring to page 36 -- or excuse me -- Exhibit<br/>20 No. 36, page CM101724, Architect's Supplemental<br/>21 Instruction No. 7.<br/>22 This ASI says, "The work shall be carried<br/>23 out in accordance with the following supplemental<br/>24 instructions issued in accordance with the contract<br/>25 documents without change in contract sum or time."</p> <p style="text-align: right;">Page 31</p>            |
| <p>1 Q. Okay. And this one, this page, refers to<br/>2 ASI No. 8, and it's dated August 30, 2007; correct?<br/>3 A. Correct.<br/>4 Q. Okay. Let's turn to page CM101738, and<br/>5 would you agree that this ASI No. 18 dated July 11,<br/>6 2007?<br/>7 A. It looks to be.<br/>8 Q. And turning back one page to CM010737, this<br/>9 appears to be Rule Steel's change order request<br/>10 summary dated August 30, 2007, relating to ASI 18;<br/>11 correct?<br/>12 A. Correct.<br/>13 Q. Turning, if you would, please, to page<br/>14 CM101742, this appears to be ASI No. 19 dated July 13,<br/>15 2007; is that correct?<br/>16 A. July 13, is that what you --<br/>17 Q. Yes, sir.<br/>18 A. Yes. It does appear to be that.<br/>19 Q. All right. And turning back one page to<br/>20 CM101741, this appears to be Rule's change order<br/>21 request summary for ASI 19, dated August 30, 2007;<br/>22 correct?<br/>23 A. Correct.<br/>24 Q. Now, turning to page CM101751, this appears<br/>25 to be ASI No. 23, dated August 30, 2007; correct?</p> <p style="text-align: right;">Page 30</p>                                                           | <p>1 What does that mean?<br/>2 A. That's the architect's statement.<br/>3 Q. Okay. Does that statement have any meaning<br/>4 in the course of processing any change order requests<br/>5 related to an architect's supplemental instruction?<br/>6 A. Not in my mind, no.<br/>7 Q. Tell me why not.<br/>8 A. Because that isn't the contractor that's got<br/>9 to build it. That's not his statement.<br/>10 Q. Okay. Is there some contractual language in<br/>11 the body of either Exhibit No. 34 or Exhibit No. 35,<br/>12 the Rule Steel contract or the general conditions for<br/>13 the contract that says in the administration of a<br/>14 change order request that the statement by the<br/>15 architect in the issuance of an architectural<br/>16 supplemental instruction is to simply be ignored?<br/>17 A. I don't know of any, no.<br/>18 Q. Okay. Turning your attention to Exhibit<br/>19 No. 36, did you have any participation in the<br/>20 presentation of this change order request to the<br/>21 Meridian City Council?<br/>22 A. I don't believe so, no.<br/>23 Q. Okay. And on the face page of Exhibit<br/>24 No. 36, it appears as though this was approved by the<br/>25 council in the form submitted on December 18, 2007?</p> <p style="text-align: right;">Page 32</p> |

1 A. Looks to be, yes.  
 2 Q. All right. Signed by the mayor on the same  
 3 date?  
 4 A. It does.  
 5 Q. All right.  
 6 MR. TROUT: Let's take a five-minute break.  
 7 (Recess taken from 10:28 a.m. to 10:43 a.m.)  
 8 MR. TROUT: Back on the record.  
 9 Q. (BY MR. TROUT) Turning your attention to  
 10 Exhibit No. 36, sir, which I believe you still have in  
 11 front of you, the quadrant that is designated for  
 12 change in contract times on Exhibit No. 36, page  
 13 CM101719 appears to be blank; correct?  
 14 A. Correct.  
 15 Q. And did you -- I may have asked this, if I  
 16 have, I apologize. Would I be correct in  
 17 understanding that you did not present this to the  
 18 city council; correct?  
 19 A. Correct.  
 20 Q. Do you know who did?  
 21 A. No, I don't recall.  
 22 (Deposition Exhibit No. 37 marked.)  
 23 Q. (BY MR. TROUT) Sir, you've been handed  
 24 what's been marked as Deposition Exhibit No. 37, and  
 25 I'll ask you if you recognize that document?  
 Page 33

1 A. Yes, I do.  
 2 Q. What do you recognize it to be?  
 3 A. Change order 1.  
 4 Q. All right, sir. And it appears as though  
 5 this carries a signature from someone at Rule Steel.  
 6 Do you recognize that signature?  
 7 A. I think it Ron Allen.  
 8 Q. All right. And it appears that this also  
 9 carries your signature?  
 10 A. It does.  
 11 Q. Did you sign this on or about December 27th  
 12 of 2007?  
 13 A. I believe I did, yes.  
 14 Q. All right. And did you witness Mr. Allen's  
 15 signature?  
 16 A. No, I did not.  
 17 Q. Did you have any involvement in obtaining  
 18 Mr. Allen's signature?  
 19 A. I probably would have sent it to him, yes.  
 20 Q. All right. Now, in the space in the change  
 21 in contract times there appears to be some  
 22 handwriting --  
 23 A. Uh-huh.  
 24 Q. -- on Exhibit No. 37.  
 25 Do you recognize whose handwriting that is?  
 Page 34

1 A. Some of it is mine. I assume the other is  
 2 Ron Allen's.  
 3 Q. And what handwriting is yours?  
 4 A. "To be determined."  
 5 Q. And when was that written on Exhibit No. 37?  
 6 A. Probably about the time I signed it.  
 7 Q. And what, if any, authority did you receive  
 8 from the Meridian City Council to make the notation  
 9 "to be determined" as it's reflected on Exhibit  
 10 No. 37?  
 11 A. I don't know if I did.  
 12 Q. Okay. I'm going to apologize to you, Tom.  
 13 I don't mean to be picky, but I'm going to ask just  
 14 very straight, did you receive any authority from the  
 15 Meridian City Council to make that notation on this  
 16 change order?  
 17 A. I can't recall.  
 18 Q. All right. What, if anything, exists in any  
 19 document that you are aware of that would refresh your  
 20 recollection with respect to whether or not you  
 21 received authority from the Meridian City Council to  
 22 make that change?  
 23 A. I can't think of anything.  
 24 Q. All right. Did you participate in some  
 25 discussion with Mr. Allen regarding that?  
 Page 35

1 A. I probably did, yes.  
 2 Q. Do you have a recollection of that  
 3 discussion?  
 4 A. Not -- not specifically.  
 5 Q. Do you have any document that you are aware  
 6 of that would refresh your recollection with respect  
 7 to that discussion?  
 8 A. Not that I can recall.  
 9 Q. Okay.  
 10 A. It would have been a -- there was ongoing  
 11 discussion of Rule wanting an extension, and it was  
 12 agreed to discuss it later.  
 13 Q. It was agreed by whom?  
 14 A. Uhm, Petra and the City.  
 15 Q. Well, tell me what, if any, agreement you  
 16 claim exists with respect to the City to have some  
 17 kind of discussion later about Rule's request for  
 18 extension.  
 19 A. At that point I would have been relying on  
 20 Gene Bennett's knowledge.  
 21 Q. All right. So you don't have any personal  
 22 knowledge of any such agreement?  
 23 A. No.  
 24 (Deposition Exhibit No. 38 marked.)  
 25 Q. (BY MR. TROUT) Sir, you've been handed  
 Page 36

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| <p>1 what's been marked as Exhibit No. 38 for<br/>2 identification.<br/>3 Do you recognize that?<br/>4 A. Yes.<br/>5 Q. What is it?<br/>6 A. Change order No. 2 to Rule Steel.<br/>7 Q. Okay. This change order is signed as<br/>8 approved by the City Council on March 24th of 2009; is<br/>9 that correct?<br/>10 A. Yes.<br/>11 Q. All right. And it deals with ASIs, 1352 and<br/>12 54; correct?<br/>13 A. Yes.<br/>14 Q. And RFIs, 73, 74, and 93?<br/>15 A. Correct.<br/>16 Q. Okay.<br/>17 A. And --<br/>18 Q. And what?<br/>19 A. Ninety-four and a time extension request on<br/>20 the second page -- or a paragraph about it.<br/>21 Q. Well, tell me where you see something with<br/>22 respect to a time extension request.<br/>23 A. Page CM101703.<br/>24 Q. Okay. And, specifically, what are you<br/>25 referring to on page 101702?</p> <p style="text-align: right;">Page 37</p>                                                                                                                                | <p>1 identification.<br/>2 Do you recognize that?<br/>3 A. Yes.<br/>4 Q. Does that appear to be ASI No. 13 dated June<br/>5 25th, 2007?<br/>6 A. It does.<br/>7 Q. All right. Turning your attention to ASI<br/>8 No. 52, which is reflected on CM101702, do you know<br/>9 the date of its issuance?<br/>10 A. I can't recall, no.<br/>11 (Deposition Exhibit No. 40 marked.)<br/>12 Q. (BY MR. TROUT) Sir, you've been handed<br/>13 what's been marked as Exhibit No. 40 for<br/>14 identification.<br/>15 Do you recognize that document?<br/>16 A. It appears to be ASI 52.<br/>17 Q. Dated November 26th, 2007; is that correct?<br/>18 A. Correct.<br/>19 Q. Turning your attention back to Exhibit<br/>20 No. 38 and ASI No. 54, do you know the date of its<br/>21 issuance?<br/>22 A. No, I do not.<br/>23 (Deposition Exhibit No. 41 marked.)<br/>24 Q. (BY MR. TROUT) Sir, you've been handed<br/>25 what's been marked as ASI -- or excuse me -- marked as</p> <p style="text-align: right;">Page 39</p>                                                                       |
| <p>1 A. Item 8, time extension for ASIs and RFIs<br/>2 issued to date, number of days to be determined, cost<br/>3 to be determined.<br/>4 Q. So that's on page 101703?<br/>5 A. Correct.<br/>6 Q. Okay. So let's deal with that, if we can.<br/>7 Okay?<br/>8 First of all, let's turn to page 010702.<br/>9 This is in the Petra summary; correct?<br/>10 A. Correct.<br/>11 Q. Did you prepare this?<br/>12 A. I believe I did, yes.<br/>13 Q. All right. This does not identify the date<br/>14 of ASI No. 13; correct?<br/>15 A. It does not.<br/>16 Q. Can you tell me when ASI 13 was issued?<br/>17 A. No, I can't.<br/>18 Q. Would you have any reason to disagree with<br/>19 me if I told you that ASI 13 was issued on June 25th,<br/>20 2007?<br/>21 A. No, I wouldn't have any reason to disagree<br/>22 with you.<br/>23 (Deposition Exhibit No. 39 marked.)<br/>24 Q. (BY MR. TROUT) Sir, you've been handed<br/>25 what's been marked as Deposition Exhibit No. 39 for</p> <p style="text-align: right;">Page 38</p> | <p>1 Exhibit No. 41, which I believe is ASI No. 54.<br/>2 Do you recognize that?<br/>3 A. Yes, I do.<br/>4 Q. And its date of issuance is November 30,<br/>5 2007?<br/>6 A. Yes.<br/>7 Q. All right. Turning back to RFI No. 73,<br/>8 identified in Exhibit No. 38 on page 101702, do you<br/>9 know the date of issuance for RFI No. 73?<br/>10 A. No.<br/>11 (Deposition Exhibit No. 42 marked.)<br/>12 Q. (BY MR. TROUT) Sir, you've been handed<br/>13 what's been marked as Exhibit No. 42 for<br/>14 identification, and I'd ask if you can identify that<br/>15 document?<br/>16 A. It appears to be Request for Information 73.<br/>17 Q. And it's date is December 21st, 2007?<br/>18 A. That's when it went to the architect, yes.<br/>19 Q. All right. Turning your attention to RFI<br/>20 No. 74 on page 101702 of Exhibit No. 38, do you have a<br/>21 date with respect to RFI 74?<br/>22 A. No, I do not.<br/>23 (Deposition Exhibit No. 43 marked.)<br/>24 Q. (BY MR. TROUT) You've been handed Exhibit<br/>25 No. 43, sir.</p> <p style="text-align: right;">Page 40</p> |

1 Can you identify that document?  
 2 A. Request for Information 74.  
 3 Q. And its date?  
 4 A. The issue date was 12/26.  
 5 Q. 2007; correct?  
 6 A. Correct.  
 7 Q. Turning your attention to RFI 93, do you  
 8 have a date for it?  
 9 A. No, I do not.  
 10 (Deposition Exhibit No. 44 marked.)  
 11 Q. (BY MR. TROUT) You've been handed Exhibit  
 12 No. 44 for identification.  
 13 Do you recognize that document?  
 14 A. Request for Information No. 93.  
 15 Q. And its date?  
 16 A. 2/12 --  
 17 Q. Of 2008?  
 18 A. -- 2008.  
 19 Q. All right, sir. Didn't mean to speak over  
 20 you. I hope the court reporter got that okay.  
 21 And, finally, turning your attention to RFI  
 22 94 identified on page 101703 of Exhibit No. 38.  
 23 Do you have a date for it?  
 24 A. No, I do not.  
 25 (Deposition Exhibit No. 45 marked.)

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1 Q. (BY MR. TROUT) Sir, you've been handed  
 2 what's been marked as Exhibit No. 45 for  
 3 identification.  
 4 Do you recognize that document?  
 5 A. Yes.  
 6 Q. And what do you recognize it to be?  
 7 A. Request for Information 94.  
 8 Q. Dated?  
 9 A. 2/13/2008.  
 10 Q. Okay. Now, if I understand Change Order  
 11 No. 2 correctly, as it was prepared, Exhibit No. 38,  
 12 if I turn to page 101705, I see Rule Steel's change  
 13 order request for ASI No. 13 as dated January 17th,  
 14 2008; correct?  
 15 A. Correct.  
 16 Q. Would I be correct in assuming that Rule  
 17 Steel's change order request for ASA 13 was received  
 18 by Petra on or after January 17th, 2008?  
 19 MS. KLEIN: I'm -- you mean, ASI? You said ASA.  
 20 MR. TROUT: I'm sorry. I did mean ASI. Thank  
 21 you for correcting me.  
 22 THE WITNESS: Yes.  
 23 Q. (BY MR. TROUT) All right. Now, turning  
 24 your attention to page 101707, this is Rule's change  
 25 order request regarding ASI No. 52, and it's dated

Page 42

1 1/22 of '08; correct?  
 2 A. Correct.  
 3 Q. Would I be correct in understanding that  
 4 Rule would have received this request on or after --  
 5 or excuse me -- that Petra would have received this  
 6 request on or after January 22nd, 2008?  
 7 MS. KLEIN: I just want to object to clarify. It  
 8 does say, revised, as opposed to just --  
 9 MR. TROUT: I understand that. I'll come back  
 10 and deal with that.  
 11 MS. KLEIN: Okay.  
 12 Q. (BY MR. TROUT) Do you see that, sir?  
 13 A. Yes.  
 14 Q. We can't find a document that is denominated  
 15 an original change order request regarding ASI No. 52.  
 16 Are you aware of some document, other than  
 17 the one we have in front of us as page CM101707, which  
 18 is included in Exhibit No. 38?  
 19 A. I can't remember.  
 20 Q. All right, sir. Turning your attention to  
 21 page CM101709 of Exhibit No. 38, I am looking at  
 22 Rule's change order request for ASI No. 54, and it's  
 23 dated December 18, 2007; correct?  
 24 A. Yes.  
 25 Q. Would I be correct that Petra would have

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1 received this on or after December 18, 2007?  
 2 A. Yes.  
 3 Q. All right. Turning your attention to page  
 4 CM101710 of Exhibit No. 38, this is Rule's change  
 5 order request regarding RFI No. 73, dated January  
 6 22nd, 2008?  
 7 A. Which one? Did you say 73?  
 8 Q. Yes, sir.  
 9 A. Yes.  
 10 Q. And would I be correct in understanding that  
 11 Petra would have received this on or after January  
 12 22nd, 2008?  
 13 A. Yes.  
 14 Q. All right. Turning your attention to  
 15 CM101711, this appears to be Rule's RFI change order  
 16 request for RFI No. 74; correct?  
 17 A. Correct.  
 18 Q. Dated January 22nd, 2008; correct?  
 19 A. Correct.  
 20 Q. Would I be correct in understanding that  
 21 Petra would have received this on or after January  
 22 22nd, 2008?  
 23 A. Correct.  
 24 Q. Okay. Turning your attention to page  
 25 CM101712, I'm not sure I understand what this is. It

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| <p>1 appears to be a change order request.<br/> 2 Can you tell me what it's for?<br/> 3 A. 712?<br/> 4 Q. Yes, sir.<br/> 5 A. It is evidently for the add and revise bent<br/> 6 plate per incorrect approval drawings. It ended up<br/> 7 becoming the same issue as 74.<br/> 8 Q. Okay. What does incorrect approval drawings<br/> 9 mean?<br/> 10 A. I'd have to look at the circumstances of<br/> 11 what it was.<br/> 12 Q. And I'm assuming you don't recall?<br/> 13 A. I don't.<br/> 14 Q. Okay. Does that appear to be some kind of<br/> 15 error by the architect?<br/> 16 A. I have no idea.<br/> 17 Q. Okay. I'm a little confused, and I'm going<br/> 18 to just tell you what my confusion is and see if you<br/> 19 can recall to help me understand. RFI 74 we<br/> 20 identified previously having been issued on December<br/> 21 26th, 2007. Can you tell me why this change order<br/> 22 request would have been dated prior to the date of the<br/> 23 issuance of the RFI?<br/> 24 A. I'd be guessing.<br/> 25 Q. Okay. Don't want you to do that. You just<br/> Page 45</p> | <p>1 Order 2 for Rule was approved by the City and signed<br/> 2 by the City and the contractor, and there was no<br/> 3 change in any of the contract times; correct?<br/> 4 A. Correct.<br/> 5 Q. And the substantial completion date was<br/> 6 identified as that which comported with the<br/> 7 substantial completion date set forth in the contract,<br/> 8 Exhibit No. 35, as October 5th, 2007; correct?<br/> 9 A. Correct.<br/> 10 (Deposition Exhibit No. 46 marked.)<br/> 11 Q. (BY MR. TROUT) Sir, you've been handed what<br/> 12 has been marked as Exhibit No. 46 for identification.<br/> 13 Do you recognize that?<br/> 14 A. Yes.<br/> 15 Q. What is it, sir?<br/> 16 A. Rule Steel Change Order No. 3.<br/> 17 Q. All right. Did you prepare Exhibit No. 46?<br/> 18 A. Yes.<br/> 19 Q. All right. Other than yourself, did anyone<br/> 20 other than you at Petra participate in the preparation<br/> 21 of Exhibit No. 46?<br/> 22 A. Gene Bennett would have been involved.<br/> 23 Q. Okay. Can you tell me what Mr. Bennett's<br/> 24 involvement was?<br/> 25 A. He would have reviewed it.<br/> Page 47</p> |
| <p>1 don't know?<br/> 2 A. Correct.<br/> 3 Q. Okay. Turning your attention to CM101714,<br/> 4 this appears to be Rule's change order request for RFI<br/> 5 No. 93, and it's dated February 26, 2008; correct?<br/> 6 A. Correct.<br/> 7 Q. Would I be correct in understanding that<br/> 8 Petra received this on or after February 26, 2008?<br/> 9 A. I believe so, yes.<br/> 10 Q. Okay. Last one. Turning your attention to<br/> 11 page CM101715 of the Exhibit No. 38, this appears to<br/> 12 be Rule's change order request regarding RFI No. 94;<br/> 13 is that correct?<br/> 14 A. Correct.<br/> 15 Q. Dated February 26th, 2008; is that correct?<br/> 16 A. Correct.<br/> 17 Q. Would I be correct in understanding that<br/> 18 Petra would have received this on or after February<br/> 19 26th, 2008?<br/> 20 A. I believe so.<br/> 21 Q. Okay. Each of the change order requests<br/> 22 from Rule, which are identified in Exhibit No. 38,<br/> 23 asks for time; correct?<br/> 24 A. Correct.<br/> 25 Q. Change Order 38 -- or excuse me -- Change<br/> Page 46</p>            | <p>1 Q. Okay. Other than simply reviewing it, did<br/> 2 he have any substantive participation in the<br/> 3 preparation or the analysis that went into Exhibit<br/> 4 No. 46?<br/> 5 A. He would have been involved in the analysis.<br/> 6 I wrote it.<br/> 7 Q. Okay. Can you tell me what his involvement<br/> 8 was in the analysis?<br/> 9 A. Not specifically.<br/> 10 Q. Can you tell me in general?<br/> 11 A. Reviewing the dates, answering questions.<br/> 12 Q. Okay. Was this a discussion -- when you say<br/> 13 answering questions, was this a discussion between you<br/> 14 and Mr. Bennett?<br/> 15 A. It would have been, yes.<br/> 16 Q. Okay. Was that discussion, the questions,<br/> 17 the answers, anything about that discussion documented<br/> 18 in any fashion?<br/> 19 A. The results of it would have been included<br/> 20 in the analysis.<br/> 21 Q. Okay. So there would be no other documents<br/> 22 that I could go look for to look at the analysis in<br/> 23 any fashion?<br/> 24 A. No. The analysis is what is shown, and<br/> 25 there has been several versions.<br/> Page 48</p>      |

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| <p>1 Q. Okay. How many versions were there?</p> <p>2 A. I don't recall.</p> <p>3 Q. Did Petra keep and maintain all of the</p> <p>4 versions?</p> <p>5 A. The ones that were given to the City, yes.</p> <p>6 Q. Okay. Do you remember how many there were?</p> <p>7 A. No, I do not.</p> <p>8 Q. Okay. When you say, the analysis, tell me</p> <p>9 what portion of Exhibit No. 46 you considered to be</p> <p>10 the analysis of this change order.</p> <p>11 A. Page CM101687 and 88.</p> <p>12 Q. Okay. This appears to be a memo of some</p> <p>13 kind?</p> <p>14 A. It is.</p> <p>15 Q. It is dated November 19th, 2008, and it</p> <p>16 carries your name as the project manager; is that</p> <p>17 correct?</p> <p>18 A. Correct.</p> <p>19 Q. All right. Did you write this?</p> <p>20 A. Yes, I did.</p> <p>21 Q. All right. In the second full paragraph, it</p> <p>22 says, quote, Rule Steel has requested time extensions</p> <p>23 for the various ASIs and RFIs issued to date, and,</p> <p>24 quote, Petra, Inc., has reviewed the requests and the</p> <p>25 actual scenarios involving the progress of this work</p> <p style="text-align: right;">Page 49</p>                                                                                                                                                                                               | <p>1 to the City.</p> <p>2 Q. (BY MR. TROUT) Well, you were present at</p> <p>3 the City Council meeting that occurred on December</p> <p>4 18th, 2007, weren't you, sir?</p> <p>5 A. I don't recall. I might have been.</p> <p>6 Q. All right. If there was a notation in the</p> <p>7 City Council records that you were present, would you</p> <p>8 have any reason to disagree with that?</p> <p>9 A. No.</p> <p>10 Q. And if the City Council meeting minutes</p> <p>11 reflected that Change Order No. 1 was presented</p> <p>12 exactly as shown in Exhibit No. 36 with no reservation</p> <p>13 of claims as to time, would you have any reason to</p> <p>14 disagree with that?</p> <p>15 A. I don't know if 36, as it exists, is what</p> <p>16 was presented to the City.</p> <p>17 Q. All right. But my question is, as we sit</p> <p>18 here today, based upon your independent recollection,</p> <p>19 do you have any personal knowledge that Change Order</p> <p>20 No. 1 wasn't presented in exactly the form shown on</p> <p>21 Exhibit No. 36?</p> <p>22 A. No.</p> <p>23 Q. All right. With respect to the ASIs</p> <p>24 referenced in Change Order No. 1, Exhibit No. 36 --</p> <p>25 those being 7, 8, 18, 19, and 23, can you tell me why</p> <p style="text-align: right;">Page 51</p>                                         |
| <p>1 and has provided -- or prepared the following updated</p> <p>2 synopsis of timeline of events concerning this issue.</p> <p>3 My first question for you is: Why didn't</p> <p>4 Petra consider any requests regarding ASI 7, 8, 18,</p> <p>5 19, and 23 to be final with the completion of Change</p> <p>6 Order No. 1?</p> <p>7 A. Because there had been an ongoing</p> <p>8 correspondence and Rule had requested time, in</p> <p>9 general, the time was denied.</p> <p>10 Q. All right. Well, you knew as the project</p> <p>11 engineer for Petra that once the City approved Change</p> <p>12 Order Request No. 1 without additional time, it was</p> <p>13 final, didn't you?</p> <p>14 A. I didn't believe them to approve it without</p> <p>15 any request for time. It was agreed that it would be</p> <p>16 to be determined.</p> <p>17 Q. Well, let's turn back to Exhibit No. 36.</p> <p>18 Do you have that, sir?</p> <p>19 A. Yes, I do.</p> <p>20 Q. Do you have any reason to believe it was</p> <p>21 presented to the City with any notation that time was</p> <p>22 to be determined, or was it presented to the City as</p> <p>23 Exhibit No. 36 with no notation as to time?</p> <p>24 MS. KLEIN: I'm going to object on the basis he's</p> <p>25 already testified he wasn't part of this presentation</p> <p style="text-align: right;">Page 50</p> | <p>1 the requests for time were not rejected because the</p> <p>2 requests for the change by Rule was untimely?</p> <p>3 A. No, I cannot.</p> <p>4 Q. Did you make any analysis in your memorandum</p> <p>5 beginning at page CM101687 as to whether any of the</p> <p>6 Change Order No. 1 requests were timely or untimely?</p> <p>7 A. Ask that again, please.</p> <p>8 Q. I will, sir. In your evaluation of ASIs 7,</p> <p>9 8, 18, 19, and 23, from Change Order Request No. 1,</p> <p>10 did you analyze whether or not Rule had made a timely</p> <p>11 written notice to the City for each of those ASIs as</p> <p>12 part of its change order request?</p> <p>13 A. I cannot recall specifically. I dealt with</p> <p>14 the requests as they existed at the time I took over.</p> <p>15 Q. All right. You would agree with me if they</p> <p>16 weren't timely, they should have been rejected; isn't</p> <p>17 that correct?</p> <p>18 A. I don't know the circumstances, no.</p> <p>19 Q. Well, all you'd have to do is look at the</p> <p>20 ASI date and then look at the change order request</p> <p>21 date; isn't that correct?</p> <p>22 A. No, that's not.</p> <p>23 Q. Why not?</p> <p>24 A. Because I don't know of the circumstances if</p> <p>25 any other conversations went on.</p> <p style="text-align: right;">Page 52</p> |



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| <p>1 Q. Well, your job was to administer the<br/>2 contract, wasn't it?<br/>3 A. Yes, it was.<br/>4 Q. According to the contract terms?<br/>5 A. Yes.<br/>6 Q. And unless the contract terms were complied<br/>7 with, you didn't have the authority to do anything<br/>8 except comply with the contract terms, did you?<br/>9 A. Like I said, I don't know the circumstances<br/>10 at the time. The requests were on the table at the<br/>11 time I took over.<br/>12 Q. Okay. Well, I don't see any analysis of<br/>13 whether or not Rule's change order requests for ASI 7,<br/>14 8, 18, 19, or 23 were timely or not. Can I conclude<br/>15 that at least based on your representation to the<br/>16 City in your memorandum dated November 19, 2008, that<br/>17 you didn't make such an analysis?<br/>18 A. That's not correct.<br/>19 Q. Okay. Tell me why it is wrong.<br/>20 A. Based on the information I had at the time,<br/>21 I believed them to be correct.<br/>22 Q. Well, tell me what information you had as to<br/>23 whether or not those change order requests were<br/>24 timely?<br/>25 A. The requests.</p> <p style="text-align: right;">Page 53</p> | <p>1 anything that was said by you or anything that was<br/>2 said by Mr. Bettis of that conversation?<br/>3 A. No, I do not.<br/>4 Q. Was there more than one conversation?<br/>5 A. Could have been, yes.<br/>6 Q. Do you recall more than one?<br/>7 A. Yes. I talked to Mr. Bettis several times.<br/>8 Q. All right. Do you recall the substance of<br/>9 any single conversation with Mr. Bettis regarding a<br/>10 Rule Steel change record request?<br/>11 A. Not specifically.<br/>12 Q. Okay. Do you have any general recollection?<br/>13 A. Asking him about what existed, what had<br/>14 taken place previously.<br/>15 Q. Okay. At any time from the commencement of<br/>16 your work on this project for Petra up to and<br/>17 including March 24th, 2009, did you receive specific<br/>18 written authorization from the City of Meridian to<br/>19 deviate in any fashion from the contractual<br/>20 requirements applicable to Rule Steel under its<br/>21 contract with the City?<br/>22 A. No.<br/>23 Q. All right. Turning your attention to the<br/>24 third full paragraph of your November 19th memorandum,<br/>25 which is CM101687 in Exhibit No. 46, you indicate that</p> <p style="text-align: right;">Page 55</p> |
| <p>1 Q. And that's all?<br/>2 A. There was correspondence back and forth<br/>3 between Rule Steel and Wes Bettis.<br/>4 Q. All right. All you had was paper; right?<br/>5 A. Correct.<br/>6 Q. Okay. And I would be correct in<br/>7 understanding that you didn't speak with Mr. Bettis<br/>8 directly as of the date of this memoranda, November<br/>9 19th, 2008; correct?<br/>10 A. Rephrase that.<br/>11 Q. Yes, sir. Your memorandum dated November<br/>12 19, 2008, which is your analysis contained in Exhibit<br/>13 No. 46, does not reflect that you spoke at all with<br/>14 Wes Bettis regarding your analysis of the Rule change<br/>15 order request?<br/>16 A. I had spoken to Wes before that date, yes.<br/>17 Q. Okay. When did you specifically speak with<br/>18 Mr. Bettis before November 19, 2008, with respect to<br/>19 the Rule change order request?<br/>20 A. It probably would have been in November of<br/>21 2007.<br/>22 Q. Okay. Do you have any record of that<br/>23 conversation?<br/>24 A. No, I do not.<br/>25 Q. Do you have any independent recollection of</p> <p style="text-align: right;">Page 54</p>                                | <p>1 Rule had a contract start date of July 16th, 2007;<br/>2 correct?<br/>3 A. I did.<br/>4 Q. And you indicate they didn't actually start<br/>5 steel erection until July 30th, 2007; correct?<br/>6 A. Correct.<br/>7 Q. You then indicate in the next paragraph<br/>8 that, quote, the 14 calendar days lost due to this<br/>9 delay will need to be credit to the contract duration<br/>10 allowed for the steel erection; correct?<br/>11 A. Correct.<br/>12 Q. Did Rule Steel make a timely written request<br/>13 for a 14 day extension of time for the period July 16<br/>14 through July 30, 2007?<br/>15 A. I cannot recall.<br/>16 Q. Now, you indicate in the third full<br/>17 paragraph of your memorandum dated November 19th,<br/>18 2008, that, quote, in Petra's opinion obtained<br/>19 substantial completion on February 8th, 2008.<br/>20 Was that Petra's opinion as to substantial<br/>21 completion or your opinion?<br/>22 A. That was Petra's opinion.<br/>23 Q. All right. We've already established that<br/>24 there were no certificates of substantial completion<br/>25 issued by the architect in this case; correct?</p> <p style="text-align: right;">Page 56</p>                                            |

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| <p>1 A. Correct.</p> <p>2 Q. So pursuant to the contract, General</p> <p>3 Conditions, Exhibit No. 34, there was no official</p> <p>4 substantial completion date set for Rule Steel;</p> <p>5 correct?</p> <p>6 A. None that I know of.</p> <p>7 Q. Okay.</p> <p>8 A. Other than the final.</p> <p>9 Q. Well, there wasn't one done in compliance</p> <p>10 with the contract?</p> <p>11 A. Correct.</p> <p>12 Q. Can you tell me why Petra didn't issue a</p> <p>13 non-compliance notice to Lombard-Conrad with respect</p> <p>14 to their failure to issue notices of substantial</p> <p>15 completion on this project?</p> <p>16 A. No, I cannot.</p> <p>17 Q. In the fifth full paragraph of your</p> <p>18 memorandum dated November 19th, 2008, you indicate</p> <p>19 that there was a, quote, adjustment for weather days,</p> <p>20 which was provided for Rule's benefit; is that</p> <p>21 correct?</p> <p>22 A. Let me read the paragraph.</p> <p>23 Q. Please do.</p> <p>24 A. Could you ask that again?</p> <p>25 Q. That was a bad question. I'll try it one</p> <p style="text-align: right;">Page 57</p>                                                                                                                                                                                                                   | <p>1 summarized in paragraph 5.</p> <p>2 Q. All right. Since your last deposition, we</p> <p>3 have made a diligent search of any and all of the</p> <p>4 documents produced by Petra to us in this litigation,</p> <p>5 and we can't find any analysis of weather in those</p> <p>6 documents. Based on your personal review of the Petra</p> <p>7 files, are you aware of any weather analysis that was</p> <p>8 prepared at or near November 19th, 2008, by Petra?</p> <p>9 A. I don't know what a weather analysis would</p> <p>10 be.</p> <p>11 Q. Okay. Turning your attention in Exhibit</p> <p>12 No. 34 to page CM101789.</p> <p>13 A. Uh-huh.</p> <p>14 Q. And directing your attention to section</p> <p>15 4.7.8.2, would you read that section to yourself,</p> <p>16 please, and indicate so when you are done.</p> <p>17 A. I'm done.</p> <p>18 Q. All right, sir. As of November 19th, 2008,</p> <p>19 did you personally have in your possession a timely</p> <p>20 claim from Rule Steel which contained documented data</p> <p>21 substantiating that weather conditions were normal for</p> <p>22 the period of time requested and could not have been</p> <p>23 reasonably anticipated and that weather conditions had</p> <p>24 an adverse effect on the scheduled construction?</p> <p>25 A. I cannot recall if there was any such</p> <p style="text-align: right;">Page 59</p> |
| <p>1 more time. It appears in your analysis on page</p> <p>2 CM101687 that Rule Steel's substantial completion date</p> <p>3 had been adjusted by Petra from October 5th, 2007, to</p> <p>4 November 26th, 2007, for two reasons; is that correct?</p> <p>5 A. Let me read it now. Yes.</p> <p>6 Q. The first reason identified in the fifth</p> <p>7 full paragraph of your November 19th, 2008, memorandum</p> <p>8 is an adjustment for weather days; is that correct?</p> <p>9 A. Correct.</p> <p>10 Q. How many days?</p> <p>11 A. It is a combination -- weather days?</p> <p>12 Q. Yes, sir.</p> <p>13 A. Twelve.</p> <p>14 Q. All right. Was Petra in possession of a</p> <p>15 timely written change order request from Rule Steel</p> <p>16 for weather delays as of November 19th, 2008?</p> <p>17 A. There was a trail of correspondence.</p> <p>18 Q. It wasn't my question, sir.</p> <p>19 A. That's what I know.</p> <p>20 Q. Okay. My question is very simple and very</p> <p>21 direct. Was Petra in possession of a timely written</p> <p>22 change order request compliant with Rule's contract</p> <p>23 requesting weather delays as of November 19th, 2008?</p> <p>24 A. I cannot recall all the information</p> <p>25 available. My take on the information available is</p> <p style="text-align: right;">Page 58</p> | <p>1 document.</p> <p>2 Q. All right. How do you convert work days</p> <p>3 into calendar days?</p> <p>4 A. Work days are essentially the five days of</p> <p>5 the typical week that we all work, Monday through</p> <p>6 Friday. Calendar days would be essentially seven days</p> <p>7 a week. Work days can be impacted by a scheduled --</p> <p>8 or a normally accepted holiday in our industry. So if</p> <p>9 there was five work days, that he equates to five</p> <p>10 calendar days. If there were six work days, and it</p> <p>11 spanned -- so it spanned a weekend, I would consider</p> <p>12 that work days -- or eight calendar days. Pardon me.</p> <p>13 Q. Is there any kind of formula that is</p> <p>14 utilized in the construction industry for the</p> <p>15 conversion of work days to calendar days?</p> <p>16 A. Not that I know of. Just that simple</p> <p>17 reasoning.</p> <p>18 Q. All right. Turning your attention to page</p> <p>19 101688 of Exhibit No. 46.</p> <p>20 A. Yes.</p> <p>21 Q. And the first full paragraph, it appears as</p> <p>22 though this is your analysis of the ASIs which were</p> <p>23 all identified in Change Order No. 1; correct?</p> <p>24 A. Correct.</p> <p>25 Q. Where would we find -- well, let me back up.</p> <p style="text-align: right;">Page 60</p>                                                                      |

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| <p>1 Wouldn't I be correct in understanding that in order<br/>2 to analyze any change order request involving time,<br/>3 that you would have to do a critical path analysis?<br/>4 A. You could, yes.<br/>5 Q. Well, my question is, as a construction<br/>6 manager operating in Meridian, Idaho, in the years<br/>7 2006, 2007, and 2008, in order to provide a<br/>8 recommendation to the City of Meridian as an owner,<br/>9 would it be necessary for you to conduct a critical<br/>10 path analysis to evaluate change order requests<br/>11 regarding time?<br/>12 MS. KLEIN: Objection. Asked and answered.<br/>13 MR. TROUT: You can answer.<br/>14 THE WITNESS: You could. Is it always necessary?<br/>15 I don't think so.<br/>16 Q. (BY MR. TROUT) All right. Tell me why it<br/>17 wouldn't be necessary.<br/>18 A. If you're looking at an ASI that was issued<br/>19 to resolve a problem after a certain event had<br/>20 occurred, and you couldn't proceed with the work until<br/>21 the ASI had been answered -- or issued.<br/>22 Q. All right. Let me narrow the question.<br/>23 With respect to the Rule Steel contract, was Petra<br/>24 required to perform a critical path analysis in order<br/>25 to evaluate any requested extension of time by Rule</p> <p style="text-align: right;">Page 61</p> | <p>1 A. In a sense, yes.<br/>2 Q. What sense?<br/>3 A. If the -- it's recorded there by --<br/>4 Q. Would I be correct in understanding that the<br/>5 full extent of your analysis is reflected on what's<br/>6 written in this memorandum?<br/>7 A. The results of it, yes.<br/>8 Q. Okay. Are there any other documents that<br/>9 reflect your analysis in any fashion?<br/>10 A. Not that I know of, no.<br/>11 Q. All right. I don't mean to be redundant,<br/>12 but I've got to go back and ask you, with respect to<br/>13 the first full paragraph on page CM101688, did<br/>14 Mr. Bennett perform any critical path analysis with<br/>15 respect to the items list under that paragraph?<br/>16 A. I don't know if Mr. Bennett did.<br/>17 Q. Okay. With respect to the items listed in<br/>18 the second full paragraph on the same page CM101688,<br/>19 did Mr. Bennett perform any critical path analysis?<br/>20 A. I don't know if he did or not. You'd have<br/>21 to ask him.<br/>22 Q. All right. With respect to both paragraphs<br/>23 one and two, do you have any personal knowledge as to<br/>24 whether anyone else at Petra performed any critical<br/>25 path analysis with respect to those items listed in</p> <p style="text-align: right;">Page 63</p>        |
| <p>1 for this project?<br/>2 A. I don't know if we were or not.<br/>3 Q. Okay. Recognizing you don't know today,<br/>4 according to your answer, at the time you wrote the<br/>5 memorandum, which is dated November 19th, 2008, in<br/>6 Exhibit No. 46, did you know whether or not Petra was<br/>7 required to do a critical path analysis for any time<br/>8 extension requested by Rule Steel under its contract?<br/>9 A. No, I did not.<br/>10 Q. With respect to page 101688 of your<br/>11 memorandum of November 19th, 2008, as part of Exhibit<br/>12 No. 46, as to your analysis of Change Order Request<br/>13 No. 1 and the associated ASIs listed, did you perform<br/>14 any critical path analysis in making your<br/>15 recommendation to the City?<br/>16 A. No.<br/>17 Q. All right. Turning your attention to page<br/>18 CM101688 and the second full paragraph involving ASIs<br/>19 and RFIs identified in Change Order No. 2, did you<br/>20 perform any critical path analysis of those ASIs and<br/>21 RFIs in making your recommendation to the City?<br/>22 A. If you're asking, did I devise a critical<br/>23 path schedule, no.<br/>24 Q. Did you make any critical path analysis with<br/>25 respect to those items?</p> <p style="text-align: right;">Page 62</p>                                | <p>1 those two paragraphs?<br/>2 A. Define by what you mean by critical path<br/>3 analysis.<br/>4 Q. Well, let me turn that back and ask you:<br/>5 What is critical path analysis as you understood it<br/>6 with respect to this project as of November 19th,<br/>7 2008, if you know?<br/>8 A. What I don't know is what context you are<br/>9 using the word in.<br/>10 Q. I'm using the context in the -- I'm sorry.<br/>11 I misstated myself. I'll slow down. I'm using the<br/>12 phrase critical path analysis in the context of the<br/>13 construction contract signed by Rule and administered<br/>14 by Petra for the Meridian City Hall Project.<br/>15 A. And what does that say?<br/>16 Q. What it says. I'm assuming you are familiar<br/>17 with it, because you were the guy in charge of<br/>18 administering it, isn't that fair assumption?<br/>19 A. I've read Rule's contract before. I don't<br/>20 recall what it specifically says.<br/>21 Q. Okay. How, if at all, did you utilize<br/>22 Rule's contract and the general conditions to that<br/>23 contract in your analysis dated November 19th, 2008?<br/>24 MS. KLEIN: I'm going to object on lack of<br/>25 foundation. The concern that I have is that you're</p> <p style="text-align: right;">Page 64</p> |

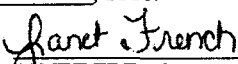

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| <p>1 asking him about a memo dated November 19th of 2008,<br/>2 but this all occurred in -- this is the -- you know,<br/>3 the after effect on the decrease. This all occurred<br/>4 in November of 2007.</p> <p>5 MR. TROUT: I've already concurred with you to<br/>6 the extent he has no personal knowledge --</p> <p>7 MS. KLEIN: That's not what I'm saying. I'm not<br/>8 talking about the fact that it happened. I mean, the<br/>9 period he was on the job between November of '07 and<br/>10 November of '08. This memo you are asking him about<br/>11 and the information contained therein is dated<br/>12 November of '08. This is -- this is this after the<br/>13 fact analysis related to the liquidated damages<br/>14 clause, and it is performed, you know, essentially a<br/>15 year after this Rule Steel timing issue existed, and<br/>16 so I think you are talking about two different things.<br/>17 That's sort of my concern about that.</p> <p>18 MR. TROUT: Actually, I am not, and I'll clarify<br/>19 for the record.</p> <p>20 Q. (BY MR. TROUT) This analysis, at least if I<br/>21 understand the witness' testimony, covers the entire<br/>22 period of Rule's construction activities from July<br/>23 11th -- excuse me -- from July 16th, 2007 through the<br/>24 date of this change order, which is March 24th, 2009;<br/>25 is that correct?</p> <p style="text-align: right;">Page 65</p> | <p>1 point, they are looking at how we apply the liquidated<br/>2 damages, and the recommendations that are made here<br/>3 relate to application of the liquidated damages, not<br/>4 whether critical path was applied at the time of any<br/>5 additional time that was given. Because at this<br/>6 point, they are way past how this affects the entire<br/>7 timeline.</p> <p>8 That's why -- maybe I'm confused about what<br/>9 you are asking, and I don't understand.</p> <p>10 MR. TROUT: You are.</p> <p>11 MS. KLEIN: Okay.</p> <p>12 MR. TROUT: I'll try and clarify that through<br/>13 questions.</p> <p>14 Q. (BY MR. TROUT) In order to determine<br/>15 whether or not liquidated damages are applicable to a<br/>16 construction contractor for the City of Meridian<br/>17 project, you have to determine the date of substantial<br/>18 completion; correct?</p> <p>19 A. Correct.</p> <p>20 Q. And you make a determination of the date of<br/>21 substantial completion after you analyze and consider<br/>22 any requests for extension of time made by the<br/>23 contractor; correct?</p> <p>24 A. Correct.</p> <p>25 Q. And the requests for extensions of time made</p> <p style="text-align: right;">Page 67</p>                                                                                                    |
| <p>1 A. This summarizes events that occurred to the<br/>2 best of my knowledge for presentation to the City.<br/>3 That's -- and it's -- like I say, several versions<br/>4 existed.</p> <p>5 Q. Well, let's just talk about the version we<br/>6 have in front of us. Your memo dated November 19th,<br/>7 2008, is the final version that you asked the City to<br/>8 make its decision upon when it considered this Change<br/>9 Order Request No. 3 in March of 2009; correct?</p> <p>10 A. That's correct.</p> <p>11 Q. And would I be correct in understanding that<br/>12 Petra intended the City to rely on this memorandum in<br/>13 making its decision?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. And would I be correct in<br/>16 understanding that --</p> <p>17 MS. KLEIN: Kim, if I may? Maybe I'm confused<br/>18 and I don't understand. Because what it seems to me<br/>19 is you're asking him questions about the critical path<br/>20 analysis of why they -- it seems to me, and maybe I'm<br/>21 not understanding the critical path. But the critical<br/>22 path analysis isn't going to be done in November of<br/>23 '08 when they're looking at whether or not -- because<br/>24 they are not deciding at that point whether or not<br/>25 there is going to be any extension of time. At that</p> <p style="text-align: right;">Page 66</p>                                                                  | <p>1 by the contractor have to be analyzed in accordance<br/>2 with the construction contract, which is contractor<br/>3 executed, isn't that correct?</p> <p>4 A. Correct.</p> <p>5 Q. It is only after you have made an analysis<br/>6 of the requests for extension of time that you can<br/>7 determine a date of substantial completion for use in<br/>8 the application of any liquidated damages clause;<br/>9 correct?</p> <p>10 A. I think I'm following you, yes.</p> <p>11 Q. All right. My question very directly is,<br/>12 can you tell me how, if at all, you used the<br/>13 construction contract signed by Rule Steel and the<br/>14 applicable general conditions of the construction<br/>15 contract in your analysis dated November 19th, 2008?</p> <p>16 A. I don't understand what you're referring to<br/>17 as using the contract. If you'd like to read me<br/>18 something out of it, I'm glad to listen.</p> <p>19 Q. Well, that's really not my question, Tom.<br/>20 Did you -- I'll make it even narrower. Did you refer<br/>21 to any provision of the general conditions of the<br/>22 construction contract in your analysis dated November<br/>23 19th, 2008?</p> <p>24 A. I reviewed their contract, yes.</p> <p>25 Q. All right. Do you recall, as we sit here</p> <p style="text-align: right;">Page 68</p> |

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| <p>1 today, any particular provision of the general<br/>2 conditions of the construction contract that you<br/>3 utilized in making your analysis as reflected in your<br/>4 November 19th memorandum?<br/>5 A. I don't recall.<br/>6 Q. Okay.<br/>7 MR. TROUT: Let's take our lunch break.<br/>8 (Recess taken from 12:00 p.m. to 1:00 p.m.)<br/>9 MR. TROUT: Back on the record in the deposition<br/>10 of Petra, Incorporated, pursuant to a 30(b)(6) notice.<br/>11 And present for the deposition of Petra is Mr. Thomas<br/>12 Coughlin.<br/>13 Q. (BY MR. TROUT) Sir, directing your<br/>14 attention to Exhibit No. 46 and page CM101687, your<br/>15 memorandum of November 19th, 2008, can you tell me,<br/>16 sir, who at Petra chose February the 8th, 2008, as the<br/>17 claimed date of substantial completion for Rule Steel?<br/>18 A. Discussion between myself, Gene Bennett, and<br/>19 Jon Anderson.<br/>20 Q. When did that discussion take place?<br/>21 A. Probably shortly after February.<br/>22 Q. Was the selection of that date documented in<br/>23 any way or fashion, other than your memorandum of<br/>24 November 19th, 2008?<br/>25 A. Early memorandums.</p> <p style="text-align: right;">Page 69</p>   | <p>1 in a different way. Can you tell me what calendar<br/>2 dates constitute the weather days referred to in your<br/>3 recommendation of November 19th, 2008?<br/>4 A. No, I cannot.<br/>5 Q. Is there any document that you are aware of<br/>6 which would tell me what dates by calendar day are the<br/>7 weather days which comprise those recommended in your<br/>8 memorandum of November 19, 2008?<br/>9 A. I cannot recall if there is any.<br/>10 Q. Turning your attention to page CM101688 of<br/>11 Exhibit No. 46, in the second full paragraph related<br/>12 to RFI 74, it says, "Add bent plate; shop drawings<br/>13 marked incorrectly." Do you see that, sir?<br/>14 A. Yes, I do.<br/>15 Q. Did you make any determination of who was<br/>16 responsible for shop drawings being marked<br/>17 incorrectly?<br/>18 A. I believe I did.<br/>19 Q. And who was responsible for the incorrect<br/>20 marking of the shop drawings?<br/>21 A. I believe it was LCA.<br/>22 Q. Okay. Can you tell me why the City should<br/>23 pay for an error made by LCA in allowing a recommended<br/>24 five days to Rule Steel for an LCA error?<br/>25 A. That would be a matter for the City and LCA</p> <p style="text-align: right;">Page 71</p> |
| <p>1 Q. Do you remember which one?<br/>2 A. It probably would have said it in all of<br/>3 them.<br/>4 Q. Okay. Can you tell me what criteria was<br/>5 used by Petra to select that date?<br/>6 A. Discussion with Mr. Anderson and Gene<br/>7 Bennett that they had completed their work to a<br/>8 sufficient point that the work was not impeding any<br/>9 other activities that were critical?<br/>10 Q. All right. Is that the definition of<br/>11 substantial completion that the three of you used to<br/>12 select that date?<br/>13 A. I believe so, yes.<br/>14 Q. Any other definition used, other than the<br/>15 one you've described?<br/>16 A. I think that covers it.<br/>17 Q. Okay. Why wasn't this change order request<br/>18 processed until March -- and by this, I mean, Change<br/>19 Order No. 3, Exhibit No. 46. Why wasn't Change Order<br/>20 No. 3, Exhibit No. 46, processed until March of 2009?<br/>21 A. There was no agreement among all the parties<br/>22 until that date.<br/>23 Q. In your memorandum, you identify or state<br/>24 that there were adjustments for weather days. Can you<br/>25 tell me what days constitute -- I'll ask the question</p> <p style="text-align: right;">Page 70</p> | <p>1 to resolve.<br/>2 Q. Did you make or did Petra make any<br/>3 recommendation to the City that LCA be back charged<br/>4 for that five day cost?<br/>5 A. No. That I know of.<br/>6 Q. Why not, sir?<br/>7 A. Like I said, the agreement between the City<br/>8 and LCA is their business. If the City -- the City<br/>9 asked me who I thought it was, yes, I told them.<br/>10 Q. Did you tell them in writing?<br/>11 A. Might have.<br/>12 Q. Do you recall?<br/>13 A. I don't recall what the earlier versions of<br/>14 this said with regards to it.<br/>15 Q. Okay. When did Rule Steel actually complete<br/>16 work on this project?<br/>17 A. I can't recall.<br/>18 Q. How would we know?<br/>19 A. It would have to be from daily reports or<br/>20 scheduled discussions in the meetings. There were<br/>21 several items that they had to come back for, the sun<br/>22 shades being one, and that was only after the exterior<br/>23 was complete that those could be hung.<br/>24 Q. And what else did they have incomplete as of<br/>25 February the 8th, 2008?</p> <p style="text-align: right;">Page 72</p>                                                                                                                          |

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| <p>1 A. Some of the ASI changes.</p> <p>2 Q. Were any of the ASI changes that were</p> <p>3 incomplete as of February 8th, 2008, changes for which</p> <p>4 Petra recommended Rule be granted time?</p> <p>5 A. Not that I recall, no.</p> <p>6 Q. Okay. In the period between February the</p> <p>7 8th, 2008, and November the 19th of 2009, do you</p> <p>8 recall having any direct conversations with Rule Steel</p> <p>9 representatives regarding this change order?</p> <p>10 A. Yes.</p> <p>11 Q. Who?</p> <p>12 A. Steve Norquist and Bill Byerly probably.</p> <p>13 Q. Do you have any independent recollection as</p> <p>14 we sit here today of the substance of any of those</p> <p>15 conversations?</p> <p>16 A. No. They all kind of blend together.</p> <p>17 Q. Did any of those conversations get</p> <p>18 documented or recorded in any fashion?</p> <p>19 A. Phone conversations, no.</p> <p>20 Q. Sir, I'd like you to turn your attention to</p> <p>21 Exhibit No. 27, please.</p> <p>22 A. Twenty-seven?</p> <p>23 Q. Yes, sir.</p> <p>24 A. It must be in the books.</p> <p>25 Q. It is, sir. Directing your attention, if</p> <p style="text-align: right;">Page 73</p>                                                                                 | <p>1 understanding then that any owner change constituted</p> <p>2 active interference?</p> <p>3 A. No, you would not.</p> <p>4 Q. Okay. How would you, as Petra's</p> <p>5 representative, differentiate between an owner driven</p> <p>6 change that constituted active interference and one</p> <p>7 that did not?</p> <p>8 A. Active interference, I'd look at as</p> <p>9 something that actually affected the course of the</p> <p>10 work at that time.</p> <p>11 Q. All right. Can you tell me which, if any,</p> <p>12 of the changes which Petra has identified as the</p> <p>13 substantive part of its claim are changes that are</p> <p>14 owner driven changes which constituted active</p> <p>15 interference?</p> <p>16 MS. KLEIN: I'm going to object to the extent you</p> <p>17 are asking him for a legal analysis or a legal</p> <p>18 conclusion.</p> <p>19 Q. (BY MR. TROUT) Just to make the record</p> <p>20 clear, I'm not asking for any legal opinion from you.</p> <p>21 I'm asking for you to tell me as Petra's</p> <p>22 representative which of the changes, which were owner</p> <p>23 driven, you believed to be active interference?</p> <p>24 A. Without going down a list, no, I can't.</p> <p>25 Q. Okay. What list do you need to get in front</p> <p style="text-align: right;">Page 75</p> |
| <p>1 you would, please, to -- I don't have the Bates</p> <p>2 numbered page, because I don't think these were Bates</p> <p>3 numbered, but within Exhibit No. 27, could you turn</p> <p>4 your attention, please, to page 27, Interrogatory</p> <p>5 No. 28.</p> <p>6 A. Yes.</p> <p>7 Q. Did you participate on behalf of Petra in</p> <p>8 the preparation of Interrogatory No. 28 -- or the</p> <p>9 answer to Interrogatory No. 28, I should say?</p> <p>10 A. Yes, I believe I did.</p> <p>11 Q. Other than yourself, did anyone else</p> <p>12 participate in this answer?</p> <p>13 A. Gene Bennett and Counsel.</p> <p>14 Q. Okay. What, if anything, with respect to</p> <p>15 this response was provided by Mr. Bennett as opposed</p> <p>16 to you?</p> <p>17 A. I can't recall specifically which versions</p> <p>18 or who supplied exactly what.</p> <p>19 Q. All right. Would your testimony today be</p> <p>20 the same as the response to Interrogatory No. 28 in</p> <p>21 that, quote, the quantity and timing of owner and</p> <p>22 design driven changes constituted active interference</p> <p>23 by the City of Meridian on this project?</p> <p>24 A. It would.</p> <p>25 Q. All right. Would I be correct in</p> <p style="text-align: right;">Page 74</p> | <p>1 of you?</p> <p>2 A. The list of ASIs and RFIs.</p> <p>3 Q. Is that the only source from which you can</p> <p>4 make that determination?</p> <p>5 A. The change order listing, I might. The</p> <p>6 report I gave the City.</p> <p>7 Q. Which report?</p> <p>8 A. The change order log that delineated the</p> <p>9 reasons.</p> <p>10 Q. Is there any other document from which you</p> <p>11 could make the determination of which owner driven</p> <p>12 changes are active interference?</p> <p>13 A. No, not really.</p> <p>14 Q. Okay.</p> <p>15 MR. TROUT: Let's go off the record.</p> <p>16 (Discussion off the record.)</p> <p>17 MR. TROUT: Back on the record. During a</p> <p>18 discussion off the record, Counsel and I discussed</p> <p>19 obtaining a series of additional documents identified</p> <p>20 by the witness for purposes of the examination with</p> <p>21 respect to the items that might or might not be</p> <p>22 classified as active interference, and it would be my</p> <p>23 intention, Counsel, pursuant to our discussion and</p> <p>24 agreement, to reserve that to follow at the same time</p> <p>25 that we complete Mr. Coughlin's individual fact</p> <p style="text-align: right;">Page 76</p>                                                                                   |

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| <p>1 deposition, if that's all right with you?</p> <p>2 MS. KLEIN: I've indicated that that is fine. We</p> <p>3 can talk about when we are going to reschedule. I</p> <p>4 believe we have a pretty extensive list of upcoming</p> <p>5 depositions, and so rescheduling -- I mean, I believe</p> <p>6 there is a period of time Mr. Coughlin won't be</p> <p>7 available, but, obviously, we'll work around that.</p> <p>8 MR. TROUT: We'll cooperate with each other to</p> <p>9 get some times set.</p> <p>10 Q. (BY MR. TROUT) Sir, before we adjourn in</p> <p>11 this deposition, I would like to have you put</p> <p>12 Exhibit -- the one you just had, 27, back in front of</p> <p>13 you.</p> <p>14 A. I have got it.</p> <p>15 Q. Turning your attention to page 26 of Exhibit</p> <p>16 No. 27, and the response to Interrogatory No. 27.</p> <p>17 Do you have that in front of you, sir?</p> <p>18 A. Uh-huh.</p> <p>19 Q. Did you participate in the preparation of</p> <p>20 the answers to Interrogatory No. 27?</p> <p>21 A. I did.</p> <p>22 Q. Did anyone else?</p> <p>23 A. Gene Bennett and Counsel.</p> <p>24 Q. All right. Are you able to identify which</p> <p>25 portion was Mr. Bennett's?</p> <p style="text-align: right;">Page 77</p> | <p>1 Q. All right. The answer on page 26 of Exhibit</p> <p>2 No. 27 continues on and says, quote, this would</p> <p>3 include man hours expended in dealing with design</p> <p>4 issues related to ground water issues such as drainage</p> <p>5 systems.</p> <p>6 Do you see that, sir?</p> <p>7 A. Yes.</p> <p>8 Q. Based upon your participation in this</p> <p>9 project as the project engineer, would the hours</p> <p>10 referenced in that portion of the answer have been</p> <p>11 necessary to achieve what the City of Meridian wanted?</p> <p>12 A. Ask that again.</p> <p>13 Q. I will. Based upon your participation as</p> <p>14 the project engineer, would the man hours referenced</p> <p>15 in that portion of the answer to Interrogatory No. 27</p> <p>16 that says they were, quote, expended dealing with</p> <p>17 design issues related to ground water issues such as</p> <p>18 drainage systems, basement, or no basement, have been</p> <p>19 necessary to achieve what the City of Meridian wanted?</p> <p>20 A. I really don't get what you are asking. I</p> <p>21 understand what you are saying, but I don't understand</p> <p>22 what you're asking.</p> <p>23 Q. That's fair, Tom. In your experience as the</p> <p>24 project engineer on this case, did you and Petra think</p> <p>25 that the man hours spent on those issues by Petra were</p> <p style="text-align: right;">Page 79</p> |
| <p>1 A. Not really. I -- I do believe he wrote most</p> <p>2 of this one, but I could be wrong.</p> <p>3 Q. Is there any of it that you wrote?</p> <p>4 A. Not specifically, that I can recall.</p> <p>5 Q. Okay. The answer on page 26 contains the</p> <p>6 following language, quote, increases in the size,</p> <p>7 complexity, and budget contributed to a substantial</p> <p>8 increase in the total man hours expended.</p> <p>9 Sir, can you tell me how many hours</p> <p>10 constitutes the increase that is referenced in this</p> <p>11 answer?</p> <p>12 A. No, I cannot.</p> <p>13 Q. Do you know if there is any written record</p> <p>14 which identifies the number of hours which constitute</p> <p>15 the increase that is described in this answer?</p> <p>16 A. The only thing I can think of is the</p> <p>17 analysis in Change Order 2 -- the Change Order 2</p> <p>18 request.</p> <p>19 (Deposition Exhibit No. 47 marked.)</p> <p>20 Q. (BY MR. TROUT) Sir, you've been handed</p> <p>21 what's been marked as Exhibit No. 47 for</p> <p>22 identification.</p> <p>23 Is this the document you referred to in your</p> <p>24 answer just a moment ago?</p> <p>25 A. Yes, it is.</p> <p style="text-align: right;">Page 78</p>             | <p>1 necessary to achieve what the City wanted?</p> <p>2 A. I'm still not getting you. These were --</p> <p>3 what those are referring to is changes.</p> <p>4 Q. Okay. Let me then ask it in this way.</p> <p>5 A. Okay.</p> <p>6 Q. Were the man hours that were expended by</p> <p>7 Petra on those items of change related to ground</p> <p>8 water, drainage system, basement, or no basement</p> <p>9 necessary to achieve what the City wanted?</p> <p>10 A. To accomplish those changes, yes. I believe</p> <p>11 they were necessary.</p> <p>12 Q. All right. Were the man hours, again,</p> <p>13 referring to this answer, related to mechanical and</p> <p>14 electrical system designs and scope additions</p> <p>15 necessary to achieve what the City wanted?</p> <p>16 A. Yes. I believe they wanted those changes,</p> <p>17 yes.</p> <p>18 MR. TROUT: Okay. We'll adjourn until we can</p> <p>19 gather up those documents and complete you next time.</p> <p>20</p> <p>21 (The deposition adjourned at 1:39 p.m.)</p> <p>22 (Signature requested.)</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 80</p>                                                                                                                                                                                                                                                                                |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>1 VERIFICATION</p> <p>2</p> <p>3 STATE OF _____ )</p> <p>4 ) ss.</p> <p>5 COUNTY OF _____ )</p> <p>6</p> <p>7 I, THOMAS R. COUGHLIN, being first duly sworn on</p> <p>8 my oath, depose and say:</p> <p>9 That I am the witness named in the foregoing</p> <p>10 deposition taken on the 3rd day of March, 2010,</p> <p>11 consisting of pages numbered 1 to 82, inclusive;</p> <p>12 that I have read the said deposition and know the</p> <p>13 contents thereof; that the questions contained</p> <p>14 therein were propounded to me; that the answers to</p> <p>15 said questions were given by me; and that the answers</p> <p>16 as contained therein (or as corrected by me therein)</p> <p>17 are true and correct.</p> <p>18</p> <p>19 Corrections Made: Yes _____ No _____</p> <p>20</p> <p>21 _____</p> <p>22 THOMAS R. COUGHLIN</p> <p>23</p> <p>24 Subscribed and sworn to before me this _____</p> <p>25 day of _____, 2010, at _____, Idaho.</p> <p>_____</p> <p>Notary Public for Idaho</p> <p>Residing at _____, Idaho.</p> <p>My Commission Expires: _____</p> <p style="text-align: right;">Page 81</p>                                                                                                                                                                                                       |  |
| <p>1 REPORTER'S CERTIFICATE</p> <p>2 STATE OF IDAHO )</p> <p>3 ) ss.</p> <p>4 COUNTY OF ADA )</p> <p>5</p> <p>6 I, JANET FRENCH, Certified Shorthand Reporter and</p> <p>7 Notary Public in and for the State of Idaho, do hereby</p> <p>8 certify:</p> <p>9 That prior to being examined, the witness named</p> <p>10 in the foregoing deposition was by me duly sworn to</p> <p>11 testify to the truth, the whole truth, and nothing but</p> <p>12 the truth;</p> <p>13 That said deposition was taken down by me in</p> <p>14 shorthand at the time and place therein named and</p> <p>15 thereafter reduced to typewriting under my direction,</p> <p>16 and that the foregoing transcript contains a full,</p> <p>17 true and verbatim record of said deposition.</p> <p>18 I further certify that I have no interest in the</p> <p>19 event of this action.</p> <p>20 WITNESS my hand and seal this _____ day of</p> <p>21 _____, 2010.</p> <p>22  </p> <p>23 JANET FRENCH,</p> <p>24 CSR, RPR and Notary</p> <p>25 Public in and for the</p> <p>State of Idaho.</p> <p>My Commission Expires: 10-28-2010</p> <p style="text-align: right;">Page 82</p> |  |



1097 N. Rosario Street, Meridian, ID 83642 Phone (208)323-4500 Fax (208)323-4507

Date: November 19, 2008

To: Keith Watts, Purchasing Manger, City Of Meridian

From: Tom Coughlin, Project Manager

Re: Rule Steel – Time Extension & Liquidated Damages  
Meridian City Hall

As a result of discussions with Rule Steel concerning time extensions for additional work and the assessment of liquidated damages Petra has formulated a recommendation for a full settlement with Rule Steel on these issues. It is our recommendation that Rule Steel be granted a time extension of 97 calendar days and be assessed liquidated damages for a period of 28 calendar days in the amount of \$ 14,000. The methodology used to arrive at this recommendation is summarized below.

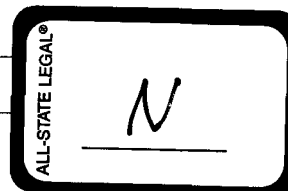
Rule Steel would be assessed with liquidated damages as a result of their failure to complete the contract work within the originally scheduled duration. However the originally scheduled duration has been impacted by the numerous changes to the project. Rule Steel has requested time extensions for the various ASI's and RFI's issued to-date. Petra Inc. has reviewed the requests and the actual scenarios involving the progress of their work and has prepared the following updated synopsis of the timeline of events concerning this issue.

Rule Steel's contract indicated a start date of July 16<sup>th</sup>, 2007 and a substantial completion date of October 5<sup>th</sup>, 2007. Rule Steel actually started erection on July 30<sup>th</sup>, 2007 and in Petra's opinion obtained substantial completion on February 8<sup>th</sup>, 2008. The substantial completion date is the date that Petra feels the structural steel was completed to a point so as not to impede any critical path follow-on work required to complete and/or dry-in the building. Work on the project by Rule Steel did continue after this date.

The delay in the start of the steel erection was the result of the work on the CMU stair towers not being completed to a point to allow the steel erection to proceed until July 30<sup>th</sup>. The 14 calendar days lost to due to this delay will need to be credit to the contract duration allowed for the steel erection. It should be noted that the delay was not the fault of the masonry contractor or another contractor but was due to the impact of the changes to the building design relating to the unsuitable material, raising the building and the addition of the basement.

Rule Steel had previously been informed that liquidated damages would be assessed starting November 26<sup>th</sup>, 2007 if the entire structural steel scope of work was not completed prior to the 26<sup>th</sup>. The November 26<sup>th</sup> date stated in Petra's November 1<sup>st</sup> letter was an estimated contract completion date based on adjustments for weather days and a time extension for the change order work included in CO#01. As of the November 1<sup>st</sup> date the project had experienced 12 weather days and Rule Steel had requested a time extension of 27 work days for the ASI/change order work included in CO#01. Converting the 39 work days to calendar days would result in an extension of 53 calendar days. Adding the 53 days to the contractual completion date of October 5<sup>th</sup> results in a projected completion date of November 25<sup>th</sup>, 2007.

Since November 1<sup>st</sup> Rule Steel has requested an additional 44 days for the pending change items included in proposed change order number PCO#02. Outlined below is a summary of the time extensions requested and recommended for the items included in both CO#01 and CO#02:



CM101687  
004651

For the items included in CO #01(Previously approved with the caveat that any time extension due would be determined at a later date):

- ASI-7 Lower Floor Structure at 1<sup>st</sup> Floor– Time requested 5 days. OK to recommend to the City.
- ASI-8 Steel Connection Modifications – Time requested 10 days. OK to recommend to the City.
- ASI-18 Add Camber & Revise Moment Connections – Time requested 5 days. OK to recommend to the City.
- ASI-19 Connection Fix for Basement Wall to Low – Time requested 2 days. Not recommended, didn't impact the progress of the work.
- ASI-23 Stair Tower Support Steel – Time requested 5 days. OK to recommend to the City.

This totals to 25 of the 27 work days requested.

For the items included in CO#02 (currently pending with Rule Steel):

- ASI-13 Elevator Tube Upgrade – Time requested 10 days. Not recommended, this work was done after the substantial completion date.
- ASI-52 Elevator Penthouse Beams – Time requested 10 days. Recommend 5 days.
- ASI-54 Roof Elevation & Slope @ CMU Wall – Time requested 3 days. Recommend 3 days.
- RFI-73 Sun Shade Connection – Time requested 3 days. Not recommended, did not impact the progress of the work.
- RFI-74 Angle Clips for Support of Wall – Time requested 3 days. Not recommended, this did not impact the progress of the work. As of Friday, 3/7/07 these clips had not been installed.
- Bent Plate @Grid H (Included with RFI-74) – Add bent plate, shop drawings marked incorrectly. Time requested 5 days. Recommended 5 days to the City.
- RFI-93 Relief Angle @ Stair Towers – Time requested 5 days. Not recommended, did not impact the work. This was for furnishing only.
- RFI-94 Furnish and install two chiller beams. Time requested 5 days. Not recommended; did not impact the work. This was issued and accomplished after the base building work on the critical path was completed.

This totals 13 of the 44 work days requested.

Converting the 13 work days recommended to calendar days results in an extension of 17 days. Extending the schedule another 17 calendar days plus the 16 days lost to weather during the period would result in an additional extension of 33 calendar days and would push the contract completion date out from November 25 to December 28, 2007. Crediting Rule Steel with the 14 calendar days the start of erection was delayed would extend the completion date further to January 11, 2008.

The total time extension, considering both the CO#01, CO#02 items and the weather delays that Petra would recommend is 97 calendar days. The 97 calendar days represents a time extension that Petra feels would be fair and responsible to both Rule Steel and the City. Based on this Rule Steel would be liable for liquidated damages for a period of 28 calendar days based on the difference between the new proposed contractual completion date of January 11, 2008 and the actual substantial completion date of February 8, 2008. Per the contract liquidated damages are assessed at a rate of \$500/day. The total cost for these 28 days at \$500/Day would be \$ 14,000.

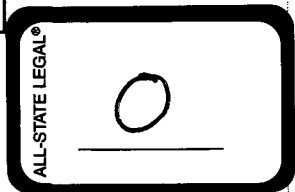
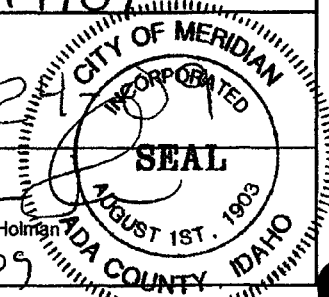
Please review this scenario and let me know if this line of reasoning is acceptable to the City. If this is acceptable Petra will propose this to Rule as settlement of the matter of the schedule delays and the time extensions requested for the various delays.

CITY OF MERIDIAN  
33 EAST IDAHO  
MERIDIAN, ID 83642

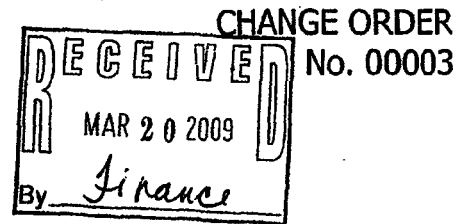
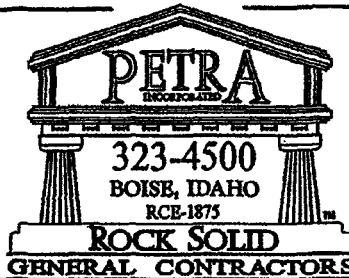
|                       |
|-----------------------|
| CHANGE ORDER NO. 03   |
| PROJECT NO. CH-06-001 |
| DATE: 2/4/2009        |
| EFFECTIVE DATE:       |

### CONTRACT CHANGE ORDER

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>CONTRACTOR: RULE STEEL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                      |
| <b>PROJECT: MERIDIAN CITY HALL - Settlement of Liquidated Damages</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                      |
| <p>The Contractor is hereby directed to make the following changes from the Contract Documents and Plans.</p> <p>Description: Settlement of all issues related to liquidated damages and contractor requested time extension, painting back charges and remedial work on sunshade frames .</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.</p> <p>Reason for Change Order: Settlement of liquidated damages</p> <p>Attachments: Change order items description, dated 3/11/09, with contractor quotes</p> |                                                                                                      |
| <b>CHANGE IN CONTRACT PRICE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>CHANGE IN CONTRACT TIMES:</b>                                                                     |
| Original Contract Price \$1,847,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Original Contract Times: Substantial Completion 10/5/07                                              |
| Net changes form previous Change Orders<br>No. 0 to 01<br>\$79,485.00                                                                                                                                                                                                                                                                                                                                                                                                                                            | Net changes form previous Change Orders<br>No. ___ to ___ (calendar days)<br>None                    |
| Contract Price Prior to this Change Order:<br>\$1,926,485.00                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Contract Times prior to this Change Order:<br>(calendar days or date)<br>10/5/2007                   |
| Net increase (decrease) of this Change Order:<br>(\$15,750.00)                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Net Increase (decrease) of this Change Order:<br>(calendar days or date)<br>97 Calendar Days         |
| Contract Price with all Approved Change Orders:<br>\$1,910,735.00                                                                                                                                                                                                                                                                                                                                                                                                                                                | Contract Times with all Approved Change Orders:<br>(calendar days)<br>Substantial Completion 1/11/08 |
| <b>RECOMMENDED: (CONSTRUCTION MANAGER)</b><br>Petra Inc.<br>By: Thomas R. Coughlin<br>Date: 3/19/09                                                                                                                                                                                                                                                                                                                                                                                                              | <b>ACCEPTED: (CONTRACTOR)</b><br>Rule Steel<br>By: Ron Allen<br>Date: 3/19/09                        |
| <b>APPROVED: (CITY PURCHASING AGENT)</b><br>By: Keith Watts<br>Date: 3-24-09                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>COUNCIL APPROVAL</b><br>Date: 3-24-09                                                             |
| <b>APPROVED: (CITY)</b><br>By: Mayor Tammy de Weerd<br>Date: 5-1-09                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>ATTEST:</b><br>By: City Clerk, Jaycee Holman<br>Date: 5-7-09                                      |



CM101682  
004653



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**TITLE:** Settle of Outstanding Liq. Damages  
**PROJECT:** Meridian City Hall  
**TO:** Attn: Steve Norquist  
Rule Steel  
21986 Middleton Road  
Caldwell, ID 83605  
Phone: 208 585-3031 Fax: 208-585-2506

**DATE:** 2/4/2009  
**JOB:** 060675  
**CONTRACT NO:** 6

**RE: To: From: Number:**

**DESCRIPTION OF CHANGE**

\*\* All taxes are included in costs \*\*

| Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Quantity | Units | Unit Price   | Rate  | Amount | Net Amount    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|--------------|-------|--------|---------------|
| 00001 Settlement of all issued related to Contractors time extension requests and the assessment of liquidated damages for delays in completing the project by the contractual substantial completion date. Contractor is granted a time extension equal to 97 calendar days for the ASI's -7,8,13,18,23,52,54,RFI-74 Bent Plate and weather delays. The 97 calendar days would extend the contract substantial completion date from October 5, 2007 to January 11, 2008. The 97 calendar days is to be considered full and final settlement of all requests and claims for additional time and costs related to the project. This would include all requests related to weather delays and delays to the original scheduled start date. No time extensions are granted for ASI's 13 & 19, RFI's - 73, 74, 93 & 94. The Contractor was deemed Substantial Complete as of February 8, 2008. The difference between the new proposed contractual substantial completion date of January 11, 2008 and the actual substantial completion date of February 8, 2008 is 28 calendar days. | 1.000    | Is    | (\$14,000.00 | 0.00% | \$0.00 | (\$14,000.00) |

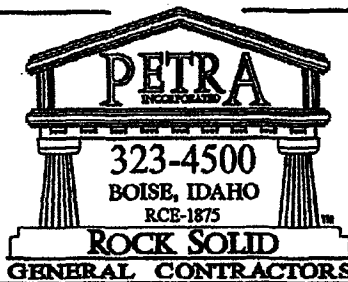
**Unit Cost:** (\$15,750.00)  
**Unit Tax:** \$0.00  
**Lump Sum:** \$0.00  
**Lump Tax:** \$0.00  
**0.0% GC markup:** \$0.00  
**Total:** (\$15,750.00)

The Original Contract Sum was ..... \$1,847,000.00  
Net Change by Previously Authorized Requests and Changes ..... \$79,485.00  
The Contract Sum Prior to This Change Order was ..... \$1,926,485.00  
The Contract Sum Will be Decreased ..... (\$15,750.00)  
The New Contract Sum Including This Change Order ..... \$1,910,735.00  
The Contract Time Will be Increased ..... 97 days  
The Date of Substantial Completion as of this Change Order Therefore is ..... 2/11/08

**ACCEPTED:**  
Rule Steel  
By: Steve Norquist Date: 3/19/09  
Petra Incorporated  
By: Tom Coughlin Date: 3/19/08  
LCA Architects, PA  
By: Steve Christensen Date: 3.13.09

Expedition ©

CM101683  
004654



CHANGE ORDER  
No. 00003

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**TITLE:** Settle of Outstanding Liq. Damages  
**PROJECT:** Meridian City Hall  
**TO:** Attn: Steve Norquist  
Rule Steel  
21986 Middleton Road  
Caldwell, ID 83605  
Phone: 208 585-3031 Fax: 208-585-2506

**DATE:** 2/4/2009  
**JOB:** 060675  
**CONTRACT NO:** 6

**RE: To: From: Number:**

**DESCRIPTION OF CHANGE**

The Contractor is to be assessed liquidated damages for the 28 calendar days their work extended beyond the contractual substantial completion date. Per the contract liquidated damages are assessed at a rate of \$500/day. The total cost to be assessed against the contractor for the 28 calendar days at \$500/Day is \$14,000.

For further details reference attached Petra memo to Keith Watts, City of Meridian, dated 11/19/08; Re: Rule Steel - Time Extension & Liquidated Damages - Meridian City Hall.

|       |                                                                                                                                                                                                                                                    |       |    |              |       |        |              |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----|--------------|-------|--------|--------------|
| 0002  | Sunshade Remedial Work - Labor and equipment to bondo & smooth rolls marks and seams in sunshade steel members. Roll marks and seams are normal for structural steel unless specifically noted as architectural exposed. Rule Steel quote 8/28/08. | 1.000 | LS | \$2,943.00   | 0.00% | \$0.00 | \$2,943.00   |
| 00003 | Backcharge for additional painting work done on sunshade steel after misplaced clips had to be re-located. Commercial Painting Invoices #290275, dated 10/1/08 & #290277, dated 10/3/08                                                            | 1.000 | LS | (\$1,105.00) | 0.00% | \$0.00 | (\$1,105.00) |
| 00004 | Backcharge for removing sunshade panels installed & removed when it was determined that the clip location was wrong and had to be re-done. Custom Glass Invoice #12255, dated 9/30/08                                                              | 1.000 | LS | (\$1,000.00) | 0.00% | \$0.00 | (\$1,000.00) |
| 00005 | Backcharge for fan rental for stairway ventilation when stair handrail returns were be reworked. Tates invoice 10/3                                                                                                                                | 1.000 | LS | (\$176.00)   | 0.00% | \$0.00 | (\$176.00)   |

|                        |                      |
|------------------------|----------------------|
| <b>Unit Cost:</b>      | <b>(\$15,750.00)</b> |
| <b>Unit Tax:</b>       | <b>\$0.00</b>        |
| <b>Lump Sum:</b>       | <b>\$0.00</b>        |
| <b>Lump Tax:</b>       | <b>\$0.00</b>        |
| <b>0.0% GC markup:</b> | <b>\$0.00</b>        |
| <b>Total:</b>          | <b>(\$15,750.00)</b> |

|                                                                                |                       |
|--------------------------------------------------------------------------------|-----------------------|
| <b>The Original Contract Sum was</b>                                           | <b>\$1,847,000.00</b> |
| <b>Net Change by Previously Authorized Requests and Changes</b>                | <b>\$79,485.00</b>    |
| <b>The Contract Sum Prior to This Change Order was</b>                         | <b>\$1,926,485.00</b> |
| <b>The Contract Sum Will be Decreased</b>                                      | <b>(\$15,750.00)</b>  |
| <b>The New Contract Sum Including This Change Order</b>                        | <b>\$1,910,735.00</b> |
| <b>The Contract Time Will be Increased</b>                                     | <b>97 days</b>        |
| <b>The Date of Substantial Completion as of this Change Order Therefore is</b> | <b>2/11/08</b>        |

**ACCEPTED:**

Rule Steel

By:

Steve Norquist

Date:

Expedition ®

Petra Incorporated

By:

Tom Coughlin

Date:

LCA Architects, PA

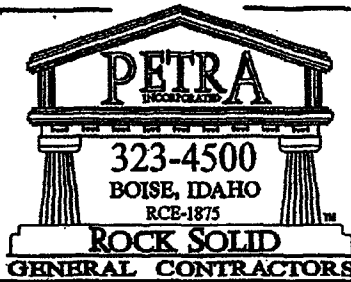
By:

Steve Christensen

Date:

Page 2 of 3

CM101684  
004655



CHANGE ORDER  
No. 00003

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**TITLE:** Settle of Outstanding Liq. Damages  
**PROJECT:** Meridian City Hall  
**TO:** Attn: Steve Norquist  
Rule Steel  
21986 Middleton Road  
Caldwell, ID 83605  
Phone: 208 585-3031 Fax: 208-585-2506

**DATE:** 2/4/2009  
**JOB:** 060675  
**CONTRACT NO:** 6

**RE:**                      **To:**                      **From:**                      **Number:**

| DESCRIPTION OF CHANGE                                                                                                                                                                                                                                   |          |       |              |       |            |              |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|--------------|-------|------------|--------------|--|
| Item Description                                                                                                                                                                                                                                        | Quantity | Units | Unit Price   | Rate  | Tax Amount | Net Amount   |  |
| 00006 Backcharge for additional painting & prep work on the stair rail returns that were revised to meet Code. The additional work was done on Rule Steels request and behalf by Commercial Painting. Commercial Painting invoice #3391, dated 10/10/08 | 1.000    | LS    | (\$2,412.00) | 0.00% | \$0.00     | (\$2,412.00) |  |

**Unit Cost:** (\$15,750.00)  
**Unit Tax:** \$0.00  
**Lump Sum:** \$0.00  
**Lump Tax:** \$0.00  
**0.0% GC markup:** \$0.00  
**Total:** (\$15,750.00)

The Original Contract Sum was ..... \$1,847,000.00  
Net Change by Previously Authorized Requests and Changes ..... \$79,485.00  
The Contract Sum Prior to This Change Order was ..... \$1,926,485.00  
The Contract Sum Will be Decreased ..... (\$15,750.00)  
The New Contract Sum Including This Change Order ..... \$1,910,735.00  
The Contract Time Will be Increased ..... 97 days  
The Date of Substantial Completion as of this Change Order Therefore is ..... 2/11/08

**ACCEPTED:**

Rule Steel

By: \_\_\_\_\_

Steve Norquist

Date: \_\_\_\_\_

Expedition ©

Petra Incorporated

By: \_\_\_\_\_

Tom Coughlin

Date: \_\_\_\_\_

LCA Architects, PA

By: \_\_\_\_\_

Steve Christensen

Date: \_\_\_\_\_

Page 3 of 3

CM101685  
004656



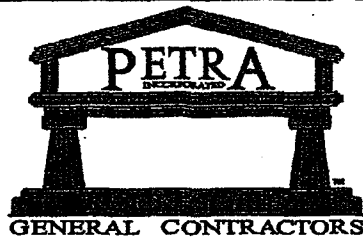
**MERIDIAN CITY HALL**  
**PROJECT NO: CH-06-001**

**RULE STEEL - Phase 2 (06)**  
**CHANGE ORDER NO 3**

03/11/09

**CHANGE ORDER ITEMS**

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                   |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1 | <p>Settlement of all issued related to Contractors time extension requests and the assessment of liquidated damages for delays in completing the project by the contractual substantial completion date.</p> <p>Contractor is granted a time extension equal to 97 calendar days for the ASI's -7,8,13,18,23,52,54,RFI-74 Bent Plate and weather delays. The 97 calendar days would extend the contract substantial completion date from October 5, 2007 to January 11, 2008. The 97 calendar days is to be considered full and final settlement of all requests and claims for additional time and costs related to the project. This would include all requests related to weather delays and delays to the original scheduled start date. No time extensions are granted for ASI's 13 &amp; 19, RFI's - 73, 74, 93 &amp; 94.</p> <p>The Contractor was deemed Substantial Complete as of February 8, 2008. The difference between the new proposed contractual substantial completion date of January 11, 2008 and the actual substantial completion date of February 8, 2008 is 28 calendar days.</p> <p>The Contractor is to be assessed liquidated damages for the 28 calendar days their work extended beyond the contractual substantial completion date. Per the contract liquidated damages are assessed at a rate of \$500/day. The total cost to be assessed against the contractor for the 28 calendar days at \$500/Day is \$14,000.</p> <p>For further details reference attached Petra memo to Keith Watts, City of Meridian, dated 11/19/08; Re: Rule Steel - Time Extension &amp; Liquidated Damages - Meridian City Hall.</p> | (14,000.00)       |
| 2 | <p>Sunshade Remedial Work - Labor and equipment to bondo &amp; smooth rolls marks and seams in sunshade steel members. Roll marks and seams are normal for structural unless specifically noted as architectural exposed. Rule Steel quote 8/28/08.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2,943.00          |
| 3 | <p>Backcharge for additional painting work done on sunshade steel after misplaced clips had to be re-located. Commercial Painting invoices #290275, dated 10/1/08 &amp; #290277, dated 10/3/08</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | (1,105.00)        |
| 4 | <p>Backcharge for removing sunshade panels installed &amp; removed when it was determined that the clip location was wrong and had to be re-done. Custom Glass invoice #12255, dated 9/30/08</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | (1,000.00)        |
| 5 | <p>Backcharge for fan rental for stairway ventilation when stair handrail returns were be reworked. Tates invoice 10/3</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | (176.00)          |
| 6 | <p>Backcharge for additional painting &amp; prep work for the stair rail returns that were revised to meet code. The additional work was done on Rule Steels request and behalf by Commercial Painting. Commercial Painting invoice #3391, dated 10/10/08</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | (2,412.00)        |
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <hr/> (15,750.00) |



1097 N. Rosario Street, Meridian, ID 83642 Phone (208)323-4500 Fax (208)323-4507

Date: November 19, 2008  
To: Keith Watts, Purchasing Manger, City Of Meridian  
From: Tom Coughlin, Project Manager  
Re: Rule Steel - Time Extension & Liquidated Damages  
Meridian City Hall

As a result of discussions with Rule Steel concerning time extensions for additional work and the assessment of liquidated damages Petra has formulated a recommendation for a full settlement with Rule Steel on these issues. It is our recommendation that Rule Steel be granted a time extension of 97 calendar days and be assessed liquidated damages for a period of 28 calendar days in the amount of \$ 14,000. The methodology used to arrive at this recommendation is summarized below.

Rule Steel would be assessed with liquidated damages as a result of their failure to complete the contract work within the originally scheduled duration. However the originally scheduled duration has been impacted by the numerous changes to the project. Rule Steel has requested time extensions for the various ASI's and RFI's issued to-date. Petra Inc. has reviewed the requests and the actual scenarios involving the progress of their work and has prepared the following updated synopsis of the timeline of events concerning this issue.

Rule Steel's contract indicated a start date of July 16<sup>th</sup>, 2007 and a substantial completion date of October 5<sup>th</sup>, 2007. Rule Steel actually started erection on July 30<sup>th</sup>, 2007 and in Petra's opinion obtained substantial completion on February 8<sup>th</sup>, 2008. The substantial completion date is the date that Petra feels the structural steel was completed to a point so as not to impede any critical path follow-on work required to complete and/or dry-in the building. Work on the project by Rule Steel did continue after this date.

The delay in the start of the steel erection was the result of the work on the CMU stair towers not being completed to a point to allow the steel erection to proceed until July 30<sup>th</sup>. The 14 calendar days lost to due to this delay will need to be credit to the contract duration allowed for the steel erection. It should be noted that the delay was not the fault of the masonry contractor or another contractor but was due to the impact of the changes to the building design relating to the unsuitable material, raising the building and the addition of the basement.

Rule Steel had previously been informed that liquidated damages would be assessed starting November 26<sup>th</sup>, 2007 if the entire structural steel scope of work was not completed prior to the 26<sup>th</sup>. The November 26<sup>th</sup> date stated in Petra's November 1<sup>st</sup> letter was an estimated contract completion date based on adjustments for weather days and a time extension for the change order work included in CO#01. As of the November 1<sup>st</sup> date the project had experienced 12 weather days and Rule Steel had requested a time extension of 27 work days for the ASI/change order work included in CO#01. Converting the 39 work days to calendar days would result in an extension of 53 calendar days. Adding the 53 days to the contractual completion date of October 5<sup>th</sup> results in a projected completion date of November 25<sup>th</sup>, 2007.

Since November 1<sup>st</sup> Rule Steel has requested an additional 44 days for the pending change items included in proposed change order number PCO#02. Outlined below is a summary of the time extensions requested and recommended for the items included in both CO#01 and CO#02:

For the items included in CO #01(Previously approved with the caveat that any time extension due would be determined at a later date):

- ASI-7 Lower Floor Structure at 1<sup>st</sup> Floor-- Time requested 5 days. OK to recommend to the City.
- ASI-8 Steel Connection Modifications -- Time requested 10 days. OK to recommend to the City.
- ASI-18 Add Camber & Revise Moment Connections -- Time requested 5 days. OK to recommend to the City.
- ASI-19 Connection Fix for Basement Wall to Low -- Time requested 2 days. Not recommended, didn't impact the progress of the work.
- ASI-23 Stair Tower Support Steel -- Time requested 5 days. OK to recommend to the City.

This totals to 25 of the 27 work days requested.

For the items included in CO#02 (currently pending with Rule Steel):

- ASI-13 Elevator Tube Upgrade -- Time requested 10 days. Not recommended, this work was done after the substantial completion date.
- ASI-52 Elevator Penthouse Beams -- Time requested 10 days. Recommend 5 days.
- ASI-54 Roof Elevation & Slope @ CMU Wall -- Time requested 3 days. Recommend 3 days.
- RFI-73 Sun Shade Connection -- Time requested 3 days. Not recommended, did not impact the progress of the work.
- RFI-74 Angle Clips for Support of Wall -- Time requested 3 days. Not recommended, this did not impact the progress of the work. As of Friday, 3/7/07 these clips had not been installed.
- Bent Plate @Grid H (Included with RFI-74) -- Add bent plate, shop drawings marked incorrectly. Time requested 5 days. Recommended 5 days to the City.
- RFI-93 Relief Angle @ Stair Towers -- Time requested 5 days. Not recommended, did not impact the work. This was for furnishing only.
- RFI-94 Furnish and install two chiller beams. Time requested 5 days. Not recommended, did not impact the work. This was issued and accomplished after the base building work on the critical path was completed.

This totals 13 of the 44 work days requested.

Converting the 13 work days recommended to calendar days results in an extension of 17 days. Extending the schedule another 17 calendar days plus the 16 days lost to weather during the period would result in an additional extension of 33 calendar days and would push the contract completion date out from November 25 to December 28, 2007. Crediting Rule Steel with the 14 calendar days the start of erection was delayed would extend the completion date further to January 11, 2008.

The total time extension, considering both the CO#01, CO#02 items and the weather delays that Petra would recommend is 97 calendar days. The 97 calendar days represents a time extension that Petra feels would be fair and responsible to both Rule Steel and the City. Based on this Rule Steel would be liable for liquidated damages for a period of 28 calendar days based on the difference between the new proposed contractual completion date of January 11, 2008 and the actual substantial completion date of February 8, 2008. Per the contract liquidated damages are assessed at a rate of \$500/day. The total cost for these 28 days at \$500/Day would be \$ 14,000.

Please review this scenario and let me know if this line of reasoning is acceptable to the City. If this is acceptable Petra will propose this to Rule as settlement of the matter of the schedule delays and the time extensions requested for the various delays.

## Change Order Request Summary

Project: Meridian City Hall  
 Date: August 28, 2008  
 C/O Req. No.: Sixteen

Subcontractor: Rule Steel  
 Reference: Bondo work on sunshades per  
 Gene Bennett  
 Description: Labor and equipment to bondo  
 and smooth sunshade roll marks  
 per instructions.

Material:

| Item Description | Quantity | Unit Price | Extended  |
|------------------|----------|------------|-----------|
| WF Beam          |          | \$ 0.75    | \$ -      |
| Plate            |          | \$ 0.75    | \$ -      |
| Tube             |          | \$ 0.75    | \$ -      |
| Channel          |          | \$ 0.75    |           |
| Anchors          |          |            |           |
| Bondo Materials  |          |            | \$ 204.38 |
|                  |          |            |           |
|                  |          |            |           |
| Total Mat.       |          |            | \$ 204.38 |

*IMPROVE VISUAL APPEARANCE OF THE  
 STRUCTURAL STEEL*

Field Hours :

Detailing:

Painting Labor:

Note: Labor rate includes OH&P  
 and shop equipment

| Hours      | Rate/Hr  | Extended    |
|------------|----------|-------------|
| 54.00      | \$ 33.00 | \$ 1,782.00 |
|            | \$ 50.00 | \$ -        |
|            | \$ 45.00 | \$ -        |
| Total Shop |          | \$ 1,782.00 |

Subcontractor/  
 Supplier:

| Subcontractor/Supplier       | Work Description | Quote Amount |
|------------------------------|------------------|--------------|
| JAG Equipment                | Lift             | \$ 944.00    |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
|                              |                  |              |
| Sub Total                    |                  | \$ 944.00    |
|                              |                  | \$ -         |
| Total Subcontractor/Supplier |                  | \$ 944.00    |

Change Order Request Amount

\$ 2,930.38

Sales Tax 6%

\$ 12.26

Total Change Order Request - Rounded

\$ 2,943.00

Added time to schedule - working days 0.0

*OK - Per Gene B -*



**RULE  
STEEL**

™ & Tandem Master™ Jiffy Jack™

21986 Middleton Rd  
Caldwell, Idaho 83605

800 769-5636  
208 585-3031  
Fax 208 585-2506  
[rulesteel@rulesteel.com](mailto:rulesteel@rulesteel.com)

## FAX TRANSMITTAL

DATE: 8/20/08

PAGES: 5 (INCLUDING THIS COVER PAGE)

FROM: STEVE NORQUIST

GENE

TO: BENNETT COMPANY: PETRA INC.

FAX: 323-4507 PHONE: 323-4500

MESSAGE:

GENE -

HERE IS THE COST FOR  
THE LAST BOPPO WORK ON THE  
SUNSHADES FOR YOUR REVIEW. PLEASE  
CALL ME IF YOU HAVE ANY QUESTIONS.  
I APPRECIATE YOUR HELP ON THIS.

THANK YOU -

OK - G3

HE TOOK 1/2 THE COST & THIS IS  
THE OTHER 1/2

## Change Order Request Summary

Project: Meridian City Hall  
Date: August 28, 2008  
C/O Req. No.: Sixteen

Subcontractor: Rule Steel  
Reference: Bondo work on sunshades

Description: Labor and equipment to bondo  
and smooth sunshade roll marks  
per instructions.

**Material:**

| Item Description  | Quantity | Unit Price | Extended  |
|-------------------|----------|------------|-----------|
| WF Beam           |          | \$ 0.75    | \$ -      |
| Plate             |          | \$ 0.75    | \$ -      |
| Tube              |          | \$ 0.75    | \$ -      |
| Channel           |          | \$ 0.75    |           |
| Anchors           |          |            |           |
| Bondo Materials   |          |            | \$ 204.38 |
|                   |          |            |           |
|                   |          |            |           |
| <i>Total Mat.</i> |          |            | \$ 204.38 |

**Field Hours :**

**Detailing:**

**Painting Labor:**

Note: Labor rate includes OH&P  
and shop equipment

| Hours             | Rate/Hr  | Extended    |
|-------------------|----------|-------------|
| 54.00             | \$ 33.00 | \$ 1,782.00 |
|                   | \$ 50.00 | \$ -        |
|                   | \$ 45.00 | \$ -        |
| <i>Total Shop</i> |          | \$ 1,782.00 |

**Subcontractor/  
Supplier:**

| Subcontractor/Supplier              | Work Description | Quote Amount |
|-------------------------------------|------------------|--------------|
| JAG Equipment                       | Lift             | \$ 944.00    |
|                                     |                  |              |
|                                     |                  |              |
|                                     |                  |              |
|                                     |                  |              |
|                                     |                  |              |
|                                     |                  |              |
|                                     |                  |              |
| <i>Sub Total</i>                    |                  | \$ 944.00    |
|                                     |                  | \$ -         |
| <i>Total Subcontractor/Supplier</i> |                  | \$ 944.00    |

Change Order Request Amount

\$ 2,930.38

Sales Tax 6%

\$ 12.26

Total Change Order Request - Rounded

\$ 2,943.00

Added time to schedule - working days 0.0

| <del>Mike [unclear] Rule Steel</del> |                                                                                                                 | HRS               |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------|-------------------|
| Aug 20                               | 10:30 - 12:30: meeting at Meridian City Hall<br>NAPA Eagle to purchase primer & putty<br>middleton to get tools | 2                 |
| 21 <sup>ST</sup>                     | 7:00 - 5:00 -                                                                                                   | 10                |
| 22 <sup>ND</sup>                     | 7:30 - 1/2 hr. Lunch 1:00 -                                                                                     | 5                 |
| SAT 23 <sup>RD</sup>                 | 7:30 - 11:00                                                                                                    | 3.50              |
| 25 <sup>TH</sup>                     | 7:30 - 1 hr. Lunch 4:00                                                                                         | 7.50              |
| Total                                |                                                                                                                 | <del>28 HRS</del> |

| Steve Johnson        |                           | HRS           |
|----------------------|---------------------------|---------------|
| 21 <sup>ST</sup>     | 7:00 - 5:00               | 10            |
| 22 <sup>ND</sup>     | 7:30 - 1/2 hr. Lunch 1:00 | 5             |
| SAT 23 <sup>RD</sup> | 7:30 - 11:00              | 3.50          |
| 25 <sup>TH</sup>     | 7:30 - - 1 hr. Lunch 4:00 | 7.50          |
| Total                |                           | <del>26</del> |

28 + 26 → 54  
Hours





# EAGLE AUTO PARTS

208 939-8261  
351 E STATE ST  
EAGLE 85616

Emp 2 INVOICE# 715408 8/21/08 17:18

00000

Cash Sale  
Thankyou For Shopping Your  
Napa Store

| Description      | Qty | Net   | Total   |
|------------------|-----|-------|---------|
| PUTTY<br>MS 6334 | 5   | 12.99 | 64.95 T |
| RED<br>IC FP102  | 12  | 6.29  | 75.48 T |
| Subtotal         |     |       | 140.43  |
| Tax 6% TAXABLE 1 |     |       | 8.48    |

**TOTAL DUE** 148.91

CASH

RECEIPT REQUIRED  
FOR RETURNS

WARRANTY INFORMATION  
AVAILABLE  
ON REQUEST

<< CUSTOMER COPY >>



# EAGLE AUTO PARTS

208 939-8261  
351 E STATE ST  
EAGLE 85616

Emp 4 INVOICE# 719213 8/20/08 11:17

00000

Cash Sale  
Thankyou For Shopping Your  
Napa Store

| Description      | Qty | Net   | Total   |
|------------------|-----|-------|---------|
| RED<br>IC FP102  | 2   | 6.29  | 12.58 T |
| PUTTY<br>MS 6334 | 5   | 12.99 | 64.95 T |
| GRAY<br>IC FP101 | 2   | 5.29  | 12.58 T |

Subtotal 50.11  
Tax 6% TAXABLE 1 5.41

**TOTAL DUE** 55.52

CASH

RECEIPT REQUIRED  
FOR RETURNS

WARRANTY INFORMATION  
AVAILABLE  
ON REQUEST

<< CUSTOMER COPY >>

Customer ID: 01-070645-05 Contract Number  
 RULE STEEL CONTRACT CLOSING 01-070645-05

08/26/08

RULE STEEL  
 21986 MIDDLETON RD  
 CALDWELL, ID 83605

RULE STEEL  
 21986 MIDDLETON RD  
 CALDWELL, ID 83605

505-3031

P/O nLabart JOB 02506  
 DELIVER TO NEW CITY HALL MERIDIAN  
 70437581

Delivery THU 08/21/08  
 Out: THU 08/21/08 08:00  
 In: TUE 08/26/08 14:40

Item No. Qty Description Rate Info Unit Extended

155-0050 1.0 SELF PROPELLED MAX LIFT EQ 245.00 735.00 735.00  
 Rate: 245.00/d 735.00/x 2205.00/28d  
 Meter: 2.0 2.0out 2.0=in /HRxx 24.0free 25.000 2.00  
 Returned: MON 08/25/08 16:20  
 37 FOOT LIFT FROM BROWNS

535-0010 14.0 .000 R & V OIL 6.00 84.00  
 Sold out TUE 08/26/08 14:40

| Receipts Summary            |            |        | Summary |                                        |
|-----------------------------|------------|--------|---------|----------------------------------------|
| Date                        | Qty Method | Ref/PO | Amount  |                                        |
| 08/26/08                    | 05 Charge  |        | 944.00  | RE-RENT 735.00<br>GENERAL RESALE 94.00 |
| >>>>Amt Due this Invoice:   |            |        | 944.00  | Pickup/Delivery 125.00                 |
| Total Unpaid this Contract: |            |        | 944.00  | Total 944.00                           |

TUE 08/26/08 14:40

Pa Sales Agent:  
 NATE

Date: Customer:  
 08/26 RULE STEEL

Contract:  
 01-070645-05

290275

**PURCHASE ORDER**

| TO <u>Petra Const. Co.</u> |                                                                        | SHIP TO <u>Comm. Printing Co.</u>          |               |
|----------------------------|------------------------------------------------------------------------|--------------------------------------------|---------------|
| ADDRESS                    |                                                                        | ADDRESS                                    |               |
| CITY, STATE, ZIP           |                                                                        | CITY, STATE, ZIP <u>Meridian City Hall</u> |               |
| DATE                       | DATE REQUIRED                                                          | TERMS                                      | HOW SHIPPED   |
| <u>10-1-8</u>              |                                                                        |                                            |               |
| REQ. NO. OR DEPT.          | FOR                                                                    |                                            |               |
|                            |                                                                        |                                            |               |
| QUANTITY                   | DESCRIPTION                                                            | PRICE                                      | UNIT          |
| 1                          |                                                                        |                                            |               |
| 2                          | <u>1<sup>st</sup> &amp; 2<sup>nd</sup> COAT ON BRACKETS + INTERIOR</u> |                                            |               |
| 3                          | <u>FACES ON EXTERIOR SUN SCREENS</u>                                   |                                            |               |
| 4                          | <u>ON SOUTH &amp; SOUTHWEST SIDES</u>                                  |                                            |               |
| 5                          | <u>PAINT END TO END</u>                                                |                                            |               |
| 6                          | <u>1 COAT ON NORTH WEST SIDE</u>                                       |                                            |               |
| 7                          |                                                                        |                                            |               |
| 8                          |                                                                        |                                            |               |
| 9                          |                                                                        |                                            |               |
| 11                         | <u>Weds - 8</u>                                                        | <u>15.5 total @ 35</u>                     | <u>542.50</u> |
| 12                         | <u>Thurs - 7.5</u>                                                     |                                            |               |
| 13                         |                                                                        |                                            |               |
| 14                         | <u>1.5 GAL. @ 25</u>                                                   | <u>37.50</u>                               |               |
| 15                         |                                                                        | <u>580.00</u>                              |               |
| 16                         |                                                                        |                                            |               |
| 17                         | <u>Mile L. BL</u>                                                      |                                            |               |
| 18                         |                                                                        |                                            |               |
| 19                         |                                                                        |                                            |               |
| 20                         | <u>After Moving Shade Brackets by Rule</u>                             |                                            |               |
| 21                         |                                                                        |                                            |               |
| 22                         |                                                                        |                                            |               |

**IMPORTANT**

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES - PACKAGING, ETC.

PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO COMPLETE ORDER BY DATE SPECIFIED.

PLEASE SEND COPIES OF YOUR INVOICE WITH ORIGINAL BILL OF LADING.

PURCHASING AGENT

ORIGINAL

8131

B/C QULC

OK

CM101695

004666

290277

**PURCHASE ORDER**

|                            |               |                                            |                   |
|----------------------------|---------------|--------------------------------------------|-------------------|
| TO <u>Petra Const. Co.</u> |               | SHIP TO <u>Comm. Painting Co.</u>          |                   |
| ADDRESS                    |               | ADDRESS                                    |                   |
| CITY, STATE, ZIP           |               | CITY, STATE, ZIP <u>Meridian City Hall</u> |                   |
| DATE<br><u>10-3-8</u>      | DATE REQUIRED | TERMS                                      | HOW SHIPPED       |
|                            |               |                                            | REQ. NO. OR DEPT. |
|                            |               |                                            | FOR               |

| QUANTITY | DESCRIPTION                                | PRICE | UNIT |
|----------|--------------------------------------------|-------|------|
| 1        |                                            |       |      |
| 2        | 2 <sup>nd</sup> Coat Sunshades N.W. Corner |       |      |
| 3        | 2 <sup>nd</sup> Coat North Side Sunshade   |       |      |
| 4        | Cover and Protect                          |       |      |
| 5        |                                            |       |      |
| 6        |                                            |       |      |
| 7        |                                            |       |      |
| 8        |                                            |       |      |
| 9        |                                            |       |      |
| 10       |                                            |       |      |
| 11       | Rule Steel change brackets                 |       |      |
| 12       |                                            |       |      |
| 13       | Pat 3. 7-12                                |       |      |
| 14       | Mike L. - 5 hrs. each                      |       |      |
| 15       | Steve G. -                                 |       |      |
| 16       |                                            |       |      |
| 17       |                                            |       |      |
| 18       |                                            |       |      |
| 19       | 15 @ 35                                    | 525   | 00   |
| 20       |                                            |       |      |
| 21       | BC                                         |       |      |
| 22       |                                            |       |      |

|                                                                                                                                                                                |                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>IMPORTANT</b><br>PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES - PACKAGING, ETC.<br>PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO COMPLETE ORDER BY DATE SPECIFIED. | PLEASE SEND _____ COPIES OF YOUR INVOICE WITH ORIGINAL BILL OF LADING.<br>PURCHASING AGENT<br><u>GENE BENNETT</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|

1131

ORIGINAL

B/C RULE

OK

CM101696

004667

**Tom Coughlin**

---

**From:** Tom Coughlin  
**Sent:** Wednesday, January 14, 2009 8:55 AM  
**To:** 'Steve Norquist'  
**Cc:** Gene Bennett  
**Subject:** Backcharges - MCH  
**Attachments:** Rule Stl Backcharge Inv 011408.pdf

Steve

Attached are the invoices for two additional backcharge items totaling \$1,176 that can up in billing reviews with the City. I will include them in the final settlement along with the painting backcharges forwarded previously upon approval of the settlement by the owner.

Call if you have any questions.

Thanks

Tom Coughlin

---



Tom Coughlin  
Project Manager  
PETRA, Inc.  
1097 N Rosario St.  
Meridian, ID 83642  
P:208-323-4500  
C:208-919-8583  
F:208-323-4507  
tcoughlin@petrainc.net  
www.petrainc.net

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*mett*  
*Rule 3*  
*502*

1/14/2009

CM101697  
004668



# CUSTOM GLASS

AUTHORIZED DISTRIBUTOR  
HORTON AUTOMATICS

254 LOOP STREET  
CALDWELL, IDAHO 83605  
208-454-0340 FAX 208-454-0391  
customgl@msn.com

RECEIVED

OCT 03 2008

## INVOICE

DATE

INVOICE NO.

PAGE

09/30/2008

12255

1

ACCOUNT NO.

MANAGER

PETRA

Invoice

BILL TO:

PROJECT:

MERIDIAN CITY HALL - BACKCHARGE

PETRA, INC.  
1097 N. ROSARIO PL  
MERIDIAN, ID 83642

PETRA, INC.  
1097 N. ROSARIO PL  
MERIDIAN, ID 83642

|                                                                                                                                                                                                                           |                                                                                                                                                                     |                        |          |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------|------------|
| 09/30/2008                                                                                                                                                                                                                | Invoice                                                                                                                                                             | TOM                    | 09-23325 |            |
| C L                                                                                                                                                                                                                       | REMOVE SKYLIGHTS PREVIOUSLY<br>INSTALLED; DUE TO BAD CLIP<br>LAYOUT BY STEEL FABRICATORS.<br>LABOR AUTHORIZED BY JC 9/16/08<br><br>RUE STEEL HAD TO<br>REVISU CLIPS | 20.000 HRS             | \$50.000 | \$1,000.00 |
| Job Name: <u>MCH</u><br>Job Number: <u>0100675</u><br>Cost Code: <u>01-110</u><br>Authorized by: <u>[Signature]</u><br>Date Posted: <u>    </u> By: <u>[Signature]</u><br>Budget: <u>    </u><br>Over Budget: <u>    </u> |                                                                                                                                                                     | ENTERED<br>OCT 03 2007 |          |            |
| MIT PAYMENT TO:                                                                                                                                                                                                           |                                                                                                                                                                     | TERMS:                 |          |            |
| CUSTOM GLASS, INC                                                                                                                                                                                                         |                                                                                                                                                                     | 10 EOM                 |          | \$1,000.00 |
| 254 LOOP STREET                                                                                                                                                                                                           |                                                                                                                                                                     |                        |          | \$0.00     |
| CALDWELL, ID 83605-6092                                                                                                                                                                                                   |                                                                                                                                                                     |                        |          | \$0.00     |
|                                                                                                                                                                                                                           |                                                                                                                                                                     |                        |          | \$0.00     |
|                                                                                                                                                                                                                           |                                                                                                                                                                     |                        |          | \$1,000.00 |

All bills are due and payable on the 10th of the month following the invoice date and are past due on the 11th. Past due accounts are subject to a FINANCE CHARGE of 11/2% per month on the unpaid balance for an ANNUAL PERCENTAGE RATE of 18%.





**Commercial Painting Contractors, Inc.**

4403 Challenger Way  
Caldwell, ID 83605 RCE #3490  
Dunns #11-541-2251  
Federal ID # 82-0514299

**Invoice**

| DATE       | INVOICE # |
|------------|-----------|
| 10/10/2008 | 3391      |

| BILL TO                                                                             |
|-------------------------------------------------------------------------------------|
| Rule Steel<br>21802 Middleton Rd.<br>Caldwell, Idaho 83605<br>ATTN.: Steve Norquist |

| P.O. NO. | TERMS | PROJECT            |
|----------|-------|--------------------|
|          |       | Meridian City H... |

| ITEM     | DESCRIPTION                            | Est Amt | Prior ... | Prior % | QTY | RATE  | Curr %  | Total % | AMO... |
|----------|----------------------------------------|---------|-----------|---------|-----|-------|---------|---------|--------|
| Job R... | 8/20/08: S. Stair prep Labor           | 140.00  |           |         | 4   | 35.00 | 100.00% | 100.00% | 140.00 |
| Job R... | 8/25/08: S. Stair prep Labor           | 560.00  |           |         | 16  | 35.00 | 100.00% | 100.00% | 560.00 |
| Job R... | 8/27/08: S. Stair prep Labor           | 122.50  |           |         | 3.5 | 35.00 | 100.00% | 100.00% | 122.50 |
| Job R... | 8/27/08: S. Stair prep Labor           | 87.50   |           |         | 3.5 | 25.00 | 100.00% | 100.00% | 87.50  |
| Job R... | 9/3/08: Middle Stair prep Labor        | 100.00  |           |         | 4   | 25.00 | 100.00% | 100.00% | 100.00 |
| Job R... | 9/4/08: Middle Stair prep Labor        | 192.50  |           |         | 5.5 | 35.00 | 100.00% | 100.00% | 192.50 |
| Job R... | 9/15-9/17/08: Middle Stair prep Labor  | 650.00  |           |         | 26  | 25.00 | 100.00% | 100.00% | 650.00 |
| Job R... | 9/30/08: Repaint misc. Sunshades Labor | 560.00  |           |         | 16  | 35.00 | 100.00% | 100.00% | 560.00 |

Thank you for your business.

**Total** \$2,412.50

Date: 11/13/2009

Time: 02:09:05 PM

Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 080920 thru 080920

Phase Codes 01 thru 16 Period Range: Job To-Date

## JOB COST DETAIL-BY LINE ITEM

(job history only)

Report Code: 28.81

Page: 1

| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 080920 Meridian City Hall Parking Lot

COST 01 040 Project Deliveries

|     |                           |       |          |      |        |   |      |      |  |  |  |  |      |
|-----|---------------------------|-------|----------|------|--------|---|------|------|--|--|--|--|------|
| OTH | January Courier Service   | AP752 | 02/01/09 | 5210 | HOTSHO | 2 | 2009 | 4060 |  |  |  |  | 4.67 |
| OTH | January Courier Service   | AP752 | 02/01/09 | 5210 | HOTSHO | 2 | 2009 | 4060 |  |  |  |  | 4.67 |
| OTH | February Courier Services | AP905 | 03/01/09 | 5307 | HOTSHO | 3 | 2009 | 4060 |  |  |  |  | 4.67 |

14.01

COST 01 110 Erosion & Sediment Cntrl

|     |                           |       |          |         |        |    |      |      |  |  |  |  |        |
|-----|---------------------------|-------|----------|---------|--------|----|------|------|--|--|--|--|--------|
| LAB | Hydro Excavating MCH      | AP160 | 11/06/08 | 6060    | PIPINS | 11 | 2008 | 4030 |  |  |  |  | 890.00 |
| OTH | Meridian City Hall Parkin | AP206 | 11/14/08 | 0090282 | SPECON | 11 | 2008 | 4060 |  |  |  |  | 427.35 |
| OTH | Meridian City Hal Parking | AP315 | 12/03/08 | 08-986  | ACDS   | 12 | 2008 | 4060 |  |  |  |  | 250.00 |
| OTH | MCH Parking Lot           | AP480 | 12/19/08 | 29017   | SUNLAN | 12 | 2008 | 4060 |  |  |  |  | 546.75 |
| OTH | MCH Parking Lot           | AP654 | 01/21/09 | 09-0010 | ACDS   | 1  | 2009 | 4060 |  |  |  |  | 125.00 |
| OTH | FM 02-935 SPECIALTY CONST | JC836 | 02/28/09 | AB      |        | 2  | 2009 | 4060 |  |  |  |  | 203.52 |

2,442.62

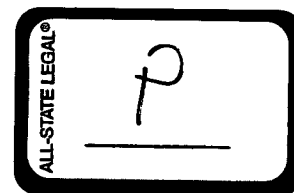
COST 01 200 Project Meetings

|     |                      |       |          |       |        |   |      |      |  |  |  |  |       |
|-----|----------------------|-------|----------|-------|--------|---|------|------|--|--|--|--|-------|
| OTH | 4798531205485909 Tom | AP444 | 06/01/09 | 0906Z | USBANK | 6 | 2009 | 4060 |  |  |  |  | 22.82 |
|-----|----------------------|-------|----------|-------|--------|---|------|------|--|--|--|--|-------|

22.82

COST 01 410 Project Manager

|     |                 |       |          |  |  |    |      |      |  |  |      |  |        |
|-----|-----------------|-------|----------|--|--|----|------|------|--|--|------|--|--------|
| LAB | P/R PE 09/27/08 | PR142 | 09/27/08 |  |  | 10 | 2008 | 4030 |  |  | 4.00 |  | 178.84 |
| BRD | P/R PE 09/27/08 | PR142 | 09/27/08 |  |  | 10 | 2008 | 4040 |  |  |      |  | 35.78  |
| LAB | P/R PE 10/04/08 | PR143 | 10/04/08 |  |  | 10 | 2008 | 4030 |  |  | 4.00 |  | 178.84 |
| BRD | P/R PE 10/04/08 | PR143 | 10/04/08 |  |  | 10 | 2008 | 4040 |  |  |      |  | 35.78  |
| LAB | P/R PE 10/11/08 | PR149 | 10/11/08 |  |  | 10 | 2008 | 4030 |  |  | 4.00 |  | 178.84 |
| BRD | P/R PE 10/11/08 | PR149 | 10/11/08 |  |  | 10 | 2008 | 4040 |  |  |      |  | 35.78  |
| LAB | P/R PE 10/18/08 | PR151 | 10/18/08 |  |  | 10 | 2008 | 4030 |  |  | 2.00 |  | 89.42  |
| BRD | P/R PE 10/18/08 | PR151 | 10/18/08 |  |  | 10 | 2008 | 4040 |  |  |      |  | 17.89  |
| LAB | P/R PE 10/25/08 | PR152 | 10/25/08 |  |  | 10 | 2008 | 4030 |  |  | 2.00 |  | 89.42  |
| BRD | P/R PE 10/25/08 | PR152 | 10/25/08 |  |  | 10 | 2008 | 4040 |  |  |      |  | 17.89  |
| LAB | P/R PE 11/01/08 | PR156 | 11/01/08 |  |  | 11 | 2008 | 4030 |  |  | 2.00 |  | 89.42  |
| BRD | P/R PE 11/01/08 | PR156 | 11/01/08 |  |  | 11 | 2008 | 4040 |  |  |      |  | 17.89  |
| LAB | P/R PE 11/08/08 | PR158 | 11/08/08 |  |  | 11 | 2008 | 4030 |  |  | 8.00 |  | 357.68 |
| BRD | P/R PE 11/08/08 | PR158 | 11/08/08 |  |  | 11 | 2008 | 4040 |  |  |      |  | 71.56  |
| LAB | P/R PE 11/15/08 | PR162 | 11/15/08 |  |  | 11 | 2008 | 4030 |  |  | 4.00 |  | 178.84 |
| BRD | P/R PE 11/15/08 | PR162 | 11/15/08 |  |  | 11 | 2008 | 4040 |  |  |      |  | 35.78  |
| LAB | P/R PE 11/22/08 | PR164 | 11/22/08 |  |  | 11 | 2008 | 4030 |  |  | 2.00 |  | 89.42  |
| BRD | P/R PE 11/22/08 | PR164 | 11/22/08 |  |  | 11 | 2008 | 4040 |  |  |      |  | 17.89  |
| LAB | P/R PE 11/29/08 | PR165 | 11/29/08 |  |  | 12 | 2008 | 4030 |  |  | 2.00 |  | 89.42  |
| BRD | P/R PE 11/29/08 | PR165 | 11/29/08 |  |  | 12 | 2008 | 4040 |  |  |      |  | 17.89  |
| LAB | P/R PE 12/06/08 | PR167 | 12/06/08 |  |  | 12 | 2008 | 4030 |  |  | 4.00 |  | 178.84 |
| BRD | P/R PE 12/06/08 | PR167 | 12/06/08 |  |  | 12 | 2008 | 4040 |  |  |      |  | 35.78  |
| LAB | P/R PE 12/13/08 | PR168 | 12/13/08 |  |  | 12 | 2008 | 4030 |  |  | 4.00 |  | 178.84 |
| BRD | P/R PE 12/13/08 | PR168 | 12/13/08 |  |  | 12 | 2008 | 4040 |  |  |      |  | 35.78  |
| LAB | P/R PE 12/20/08 | PR170 | 12/20/08 |  |  | 12 | 2008 | 4030 |  |  | 4.00 |  | 178.84 |
| BRD | P/R PE 12/20/08 | PR170 | 12/20/08 |  |  | 12 | 2008 | 4040 |  |  |      |  | 35.78  |

004672  
PETRA95367

Date: 11/13/2009

Time: 02:09:05 PM

Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 080920 thru 080920

Phase Codes 01 thru 16

Period Range: Job To-Date

**JOB COST DETAIL-BY LINE ITEM**  
(job history only)

Report Code: 28.81

Page: 2

| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 080920 Meridian City Hall Parking Lot (continued)

|      |     |     |                 |          |             |          |             |  |  |       |          |
|------|-----|-----|-----------------|----------|-------------|----------|-------------|--|--|-------|----------|
| COST | 01  | 410 | Project Manager |          | (continued) |          |             |  |  |       |          |
|      | LAB | P/R | PE              | 12/27/08 | PR174       | 12/27/08 | 1 2009 4030 |  |  | 4.00  | 178.84   |
|      | BRD | P/R | PE              | 12/27/08 | PR174       | 12/27/08 | 1 2009 4040 |  |  |       | 39.88    |
|      | LAB | P/R | PE              | 01/03/09 | PR175       | 01/03/09 | 1 2009 4030 |  |  | 2.00  | 89.42    |
|      | BRD | P/R | PE              | 01/03/09 | PR175       | 01/03/09 | 1 2009 4040 |  |  |       | 19.94    |
|      | LAB | P/R | PE              | 01/10/09 | PR176       | 01/10/09 | 1 2009 4030 |  |  | 2.00  | 89.42    |
|      | BRD | P/R | PE              | 01/10/09 | PR176       | 01/10/09 | 1 2009 4040 |  |  |       | 19.94    |
|      | LAB | P/R | PE              | 01/17/09 | PR177       | 01/17/09 | 1 2009 4030 |  |  | 4.00  | 178.84   |
|      | BRD | P/R | PE              | 01/17/09 | PR177       | 01/17/09 | 1 2009 4040 |  |  |       | 39.84    |
|      | LAB | P/R | PE              | 01/24/09 | PR178       | 01/24/09 | 1 2009 4030 |  |  | 4.00  | 178.84   |
|      | BRD | P/R | PE              | 01/24/09 | PR178       | 01/24/09 | 1 2009 4040 |  |  |       | 38.45    |
|      | LAB | P/R | PE              | 01/31/09 | PR180       | 01/31/09 | 2 2009 4030 |  |  | 4.00  | 178.84   |
|      | BRD | P/R | PE              | 01/31/09 | PR180       | 01/31/09 | 2 2009 4040 |  |  |       | 38.45    |
|      | LAB | P/R | PE              | 02/07/09 | PR181       | 02/07/09 | 2 2009 4030 |  |  | 4.00  | 178.84   |
|      | BRD | P/R | PE              | 02/07/09 | PR181       | 02/07/09 | 2 2009 4040 |  |  |       | 38.45    |
|      | LAB | P/R | PE              | 02/14/09 | PR182       | 02/14/09 | 2 2009 4030 |  |  | 4.00  | 178.84   |
|      | BRD | P/R | PE              | 02/14/09 | PR182       | 02/14/09 | 2 2009 4040 |  |  |       | 38.45    |
|      | LAB | P/R | PE              | 02/28/09 | PR187       | 02/28/09 | 3 2009 4030 |  |  | 4.00  | 178.84   |
|      | BRD | P/R | PE              | 02/28/09 | PR187       | 02/28/09 | 3 2009 4040 |  |  |       | 38.45    |
|      | LAB | P/R | PE              | 03/07/09 | PR204       | 03/07/09 | 3 2009 4030 |  |  | 3.00  | 134.13   |
|      | BRD | P/R | PE              | 03/07/09 | PR204       | 03/07/09 | 3 2009 4040 |  |  |       | 28.83    |
|      | LAB | P/R | PE              | 03/14/09 | PR205       | 03/14/09 | 3 2009 4030 |  |  | 2.00  | 89.42    |
|      | BRD | P/R | PE              | 03/14/09 | PR205       | 03/14/09 | 3 2009 4040 |  |  |       | 19.19    |
|      | LAB | P/R | PE              | 03/21/09 | PR208       | 03/21/09 | 3 2009 4030 |  |  | 1.00  | 44.71    |
|      | BRD | P/R | PE              | 03/21/09 | PR208       | 03/21/09 | 3 2009 4040 |  |  |       | 9.60     |
|      | LAB | P/R | PE              | 05/30/09 | PR222       | 05/30/09 | 6 2009 4030 |  |  | 8.00  | 357.68   |
|      | BRD | P/R | PE              | 05/30/09 | PR222       | 05/30/09 | 6 2009 4040 |  |  |       | 69.60    |
|      | LAB | P/R | PE              | 06/13/09 | PR224       | 06/13/09 | 6 2009 4030 |  |  | 1.00  | 44.71    |
|      | BRD | P/R | PE              | 06/13/09 | PR224       | 06/13/09 | 6 2009 4040 |  |  |       | 8.69     |
|      |     |     |                 |          |             |          |             |  |  | ----- | -----    |
|      |     |     |                 |          |             |          |             |  |  | 93.00 | 5,017.26 |

|      |     |     |                        |          |          |          |              |  |  |        |           |
|------|-----|-----|------------------------|----------|----------|----------|--------------|--|--|--------|-----------|
| COST | 01  | 420 | Project Superintendent |          |          |          |              |  |  |        |           |
|      | LAB | J   | Vaughan Pay#3          | JC878    | 03/20/09 | mjp      | 3 2009 4030  |  |  | 23.81  | 812.75    |
|      | LAB | J   | Vaughan Pay#4          | JC878    | 03/20/09 | mjp      | 3 2009 4030  |  |  | 80.00  | 2,730.80  |
|      | LAB | s/b | 060675 per TC          | JC920    | 04/08/09 | mjp      | 4 2009 4030  |  |  | -23.81 | -812.75   |
|      | LAB | s/b | 060675 per TC          | JC920    | 04/08/09 | mjp      | 4 2009 4030  |  |  | -40.00 | -1,365.40 |
|      | LAB |     |                        | JC941    | 04/30/09 |          | 4 2009 4030  |  |  | 23.81  | 812.75    |
|      | LAB |     |                        | JC941    | 04/30/09 |          | 4 2009 4030  |  |  | 40.00  | 1,365.40  |
|      | LAB | P/R | PE                     | 09/27/08 | PR142    | 09/27/08 | 10 2008 4030 |  |  | 20.00  | 635.20    |
|      | BRD | P/R | PE                     | 09/27/08 | PR142    | 09/27/08 | 10 2008 4040 |  |  |        | 126.99    |
|      | LAB | P/R | PE                     | 10/04/08 | PR143    | 10/04/08 | 10 2008 4030 |  |  | 20.00  | 635.20    |
|      | BRD | P/R | PE                     | 10/04/08 | PR143    | 10/04/08 | 10 2008 4040 |  |  |        | 126.99    |
|      | LAB | P/R | PE                     | 10/11/08 | PR149    | 10/11/08 | 10 2008 4030 |  |  | 20.00  | 635.20    |
|      | BRD | P/R | PE                     | 10/11/08 | PR149    | 10/11/08 | 10 2008 4040 |  |  |        | 126.99    |
|      | LAB | P/R | PE                     | 10/18/08 | PR150    | 10/18/08 | 10 2008 4030 |  |  | 20.00  | 635.20    |
|      | BRD | P/R | PE                     | 10/18/08 | PR150    | 10/18/08 | 10 2008 4040 |  |  |        | 126.99    |

Date: 11/13/2009  
Time: 02:09:05 PM

**JOB COST DETAIL-BY LINE ITEM**  
(job history only)

Report Code: 28.81  
Page: 3

Company No. 1 PETRA Incorporated  
Printing: All Jobs Job Range 080920 thru 080920  
Phase Codes 01 thru 16 Period Range: Job To-Date

| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 080920 Meridian City Hall Parking Lot (continued)

COST 01 420 Project Superintendent (continued)

|     |     |    |          |       |          |    |      |      |  |       |          |
|-----|-----|----|----------|-------|----------|----|------|------|--|-------|----------|
| LAB | P/R | PE | 10/25/08 | PR152 | 10/25/08 | 10 | 2008 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 10/25/08 | PR152 | 10/25/08 | 10 | 2008 | 4040 |  |       | 262.82   |
| LAB | P/R | PE | 11/01/08 | PR156 | 11/01/08 | 11 | 2008 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 11/01/08 | PR156 | 11/01/08 | 11 | 2008 | 4040 |  |       | 262.82   |
| LAB | P/R | PE | 11/08/08 | PR158 | 11/08/08 | 11 | 2008 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 11/08/08 | PR158 | 11/08/08 | 11 | 2008 | 4040 |  |       | 262.41   |
| LAB | P/R | PE | 11/15/08 | PR162 | 11/15/08 | 11 | 2008 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 11/15/08 | PR162 | 11/15/08 | 11 | 2008 | 4040 |  |       | 262.41   |
| LAB | P/R | PE | 11/22/08 | PR164 | 11/22/08 | 11 | 2008 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 11/22/08 | PR164 | 11/22/08 | 11 | 2008 | 4040 |  |       | 262.41   |
| LAB | P/R | PE | 11/29/08 | PR165 | 11/29/08 | 12 | 2008 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 11/29/08 | PR165 | 11/29/08 | 12 | 2008 | 4040 |  |       | 262.41   |
| LAB | P/R | PE | 12/06/08 | PR167 | 12/06/08 | 12 | 2008 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 12/06/08 | PR167 | 12/06/08 | 12 | 2008 | 4040 |  |       | 262.41   |
| LAB | P/R | PE | 12/13/08 | PR168 | 12/13/08 | 12 | 2008 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 12/13/08 | PR168 | 12/13/08 | 12 | 2008 | 4040 |  |       | 262.41   |
| LAB | P/R | PE | 12/20/08 | PR170 | 12/20/08 | 12 | 2008 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 12/20/08 | PR170 | 12/20/08 | 12 | 2008 | 4040 |  |       | 262.41   |
| LAB | P/R | PE | 12/27/08 | PR174 | 12/27/08 | 1  | 2009 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 12/27/08 | PR174 | 12/27/08 | 1  | 2009 | 4040 |  |       | 296.33   |
| LAB | P/R | PE | 01/03/09 | PR175 | 01/03/09 | 1  | 2009 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 01/03/09 | PR175 | 01/03/09 | 1  | 2009 | 4040 |  |       | 296.33   |
| LAB | P/R | PE | 01/10/09 | PR176 | 01/10/09 | 1  | 2009 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 01/10/09 | PR176 | 01/10/09 | 1  | 2009 | 4040 |  |       | 296.33   |
| LAB | P/R | PE | 01/17/09 | PR177 | 01/17/09 | 1  | 2009 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 01/17/09 | PR177 | 01/17/09 | 1  | 2009 | 4040 |  |       | 296.33   |
| LAB | P/R | PE | 01/24/09 | PR178 | 01/24/09 | 1  | 2009 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 01/24/09 | PR178 | 01/24/09 | 1  | 2009 | 4040 |  |       | 296.33   |
| LAB | P/R | PE | 01/31/09 | PR180 | 01/31/09 | 2  | 2009 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 01/31/09 | PR180 | 01/31/09 | 2  | 2009 | 4040 |  |       | 289.69   |
| LAB | P/R | PE | 02/07/09 | PR181 | 02/07/09 | 2  | 2009 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 02/07/09 | PR181 | 02/07/09 | 2  | 2009 | 4040 |  |       | 285.89   |
| LAB | P/R | PE | 02/14/09 | PR182 | 02/14/09 | 2  | 2009 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 02/14/09 | PR182 | 02/14/09 | 2  | 2009 | 4040 |  |       | 285.89   |
| LAB | P/R | PE | 02/21/09 | PR183 | 02/21/09 | 2  | 2009 | 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 02/21/09 | PR183 | 02/21/09 | 2  | 2009 | 4040 |  |       | 285.89   |
| LAB | P/R | PE | 02/28/09 | PR187 | 02/28/09 | 3  | 2009 | 4030 |  | 80.00 | 2,730.80 |
| BRD | P/R | PE | 02/28/09 | PR187 | 02/28/09 | 3  | 2009 | 4040 |  |       | 579.31   |

-----  
983.81 39,471.14

COST 01 425 Auto Expenses

|     |                           |        |          |          |        |        |      |      |      |  |        |
|-----|---------------------------|--------|----------|----------|--------|--------|------|------|------|--|--------|
| OTH | 4798531205485909          | TOM C. | AP127    | 04/09/09 | 0904Z  | USBANK | 4    | 2009 | 4060 |  | 49.00  |
| OTH | Vehicle Usage-J. Vaughan  | AP197  | 11/15/08 | 0811CC   | CENLEA | 11     | 2008 | 4060 |      |  | 454.40 |
| OTH | Vehicle Usage-T. Coughlin | AP197  | 11/15/08 | 0811PP   | CENLEA | 11     | 2008 | 4060 |      |  | 76.05  |
| OTH | Vehicle Usage- P. Child   | AP197  | 11/15/08 | 0811Y    | CENLEA | 11     | 2008 | 4060 |      |  | 306.50 |

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 080920 Meridian City Hall Parking Lot (continued)

|      |     |                          |               |       |          |        |        |    |      |      |  |  |             |
|------|-----|--------------------------|---------------|-------|----------|--------|--------|----|------|------|--|--|-------------|
| COST | 01  | 425                      | Auto Expenses |       |          |        |        |    |      |      |  |  |             |
|      |     |                          |               |       |          |        |        |    |      |      |  |  | (continued) |
|      | OTH | 4798531205486279         | Jack          | AP325 | 12/01/08 | 0812yy | USBANK | 12 | 2008 | 4060 |  |  | 58.00       |
|      | OTH | 4798531205486279         | Jack          | AP325 | 12/01/08 | 0812yy | USBANK | 12 | 2008 | 4060 |  |  | 43.00       |
|      | OTH | Vehicle Usage-Jack V.    |               | AP347 | 12/01/08 | 0812CC | CENLEA | 12 | 2008 | 4060 |  |  | 568.00      |
|      | OTH | Vehicle Usage-Tom C.     |               | AP347 | 12/01/08 | 0812PP | CENLEA | 12 | 2008 | 4060 |  |  | 338.00      |
|      | EQP | Petra #146-Tom C.        |               | AP478 | 06/01/09 | 0906PP | CENLEA | 6  | 2009 | 4020 |  |  | 42.25       |
|      | OTH | 4798531205486279         | Jack          | AP588 | 01/09/09 | 0901yy | USBANK | 1  | 2009 | 4060 |  |  | 41.00       |
|      | OTH | 4798531205486279         | Jack          | AP588 | 01/09/09 | 0901yy | USBANK | 1  | 2009 | 4060 |  |  | 41.00       |
|      | OTH | 4798531205486279         | Jack          | AP588 | 01/09/09 | 0901yy | USBANK | 1  | 2009 | 4060 |  |  | 40.00       |
|      | OTH | 4798531205486279         | Jack          | AP588 | 01/09/09 | 0901yy | USBANK | 1  | 2009 | 4060 |  |  | 43.00       |
|      | OTH | 4798531205485909         | Tom C.        | AP588 | 01/09/09 | 0901z  | USBANK | 1  | 2009 | 4060 |  |  | 17.12       |
|      | OTH | 4798531205485909         | Tom C.        | AP588 | 01/09/09 | 0901z  | USBANK | 1  | 2009 | 4060 |  |  | 9.23        |
|      | OTH | #133-Jack Vaughan        |               | AP612 | 01/09/09 | 0901CC | CENLEA | 1  | 2009 | 4060 |  |  | 568.00      |
|      | OTH | #146-Tom Coughlin        |               | AP612 | 01/09/09 | 0901PP | CENLEA | 1  | 2009 | 4060 |  |  | 454.19      |
|      | EQP | Petra#146-Tom C.         |               | AP642 | 07/01/09 | 0907pp | CENLEA | 7  | 2009 | 4020 |  |  | 4.75        |
|      | OTH | 4798531205486279         | Jack          | AP812 | 02/09/09 | 0902YY | USBANK | 2  | 2009 | 4060 |  |  | 44.00       |
|      | OTH | 4798531205486279         | Jack          | AP812 | 02/09/09 | 0902YY | USBANK | 2  | 2009 | 4060 |  |  | 48.01       |
|      | OTH | 4798531205486279         | Jack          | AP812 | 02/09/09 | 0902YY | USBANK | 2  | 2009 | 4060 |  |  | 43.00       |
|      | OTH | 4798531205486279         | Jack          | AP812 | 02/09/09 | 0902YY | USBANK | 2  | 2009 | 4060 |  |  | 3.17        |
|      | OTH | 4798531205485909         | Tom C         | AP812 | 02/09/09 | 0902Z  | USBANK | 2  | 2009 | 4060 |  |  | 37.75       |
|      | OTH | 4798531205485909         | Tom C         | AP812 | 02/09/09 | 0902Z  | USBANK | 2  | 2009 | 4060 |  |  | 6.00        |
|      | OTH | 4798531205485909         | Tom C         | AP812 | 02/09/09 | 0902Z  | USBANK | 2  | 2009 | 4060 |  |  | 33.00       |
|      | OTH | 4798531205485909         | Tom C         | AP812 | 02/09/09 | 0902Z  | USBANK | 2  | 2009 | 4060 |  |  | 8.00        |
|      | OTH | #133-Jack Vaughan        |               | AP839 | 02/01/09 | 0902CC | CENLEA | 2  | 2009 | 4060 |  |  | 568.00      |
|      | OTH | #146-Tom Coughlin        |               | AP839 | 02/01/09 | 0902PP | CENLEA | 2  | 2009 | 4060 |  |  | 84.50       |
|      | OTH | 4798531205486279         | Jack          | AP965 | 03/09/09 | 0903YY | USBANK | 3  | 2009 | 4060 |  |  | 55.01       |
|      | OTH | 4798531205486279         | Jack          | AP965 | 03/09/09 | 0903YY | USBANK | 3  | 2009 | 4060 |  |  | 49.00       |
|      | OTH | 4798531205486279         | Jack          | AP965 | 03/09/09 | 0903YY | USBANK | 3  | 2009 | 4060 |  |  | 54.00       |
|      | OTH | 4798531205486279         | Jack          | AP965 | 03/09/09 | 0903YY | USBANK | 3  | 2009 | 4060 |  |  | 53.00       |
|      | EQP | Vehicle Usage-T Coughlin |               | AP977 | 10/25/08 | 0810PP | CENLEA | 10 | 2008 | 4020 |  |  | 42.24       |
|      | EQP | Vehicle Usage-P Childs   |               | AP977 | 10/25/08 | 0810Y  | CENLEA | 10 | 2008 | 4020 |  |  | 153.25      |
|      | EQP | Petra 133-Jack V         |               | AP981 | 03/01/09 | 0903CC | CENLEA | 3  | 2009 | 4020 |  |  | 568.00      |
|      | EQP | Petra 146-Tom C          |               | AP981 | 03/01/09 | 0903PP | CENLEA | 3  | 2009 | 4020 |  |  | 69.98       |
|      | OTH | Move from Other to Equip |               | JC874 | 01/31/09 |        |        | 1  | 2009 | 4060 |  |  | -1,022.19   |
|      | EQP | Move from Other to Equip |               | JC874 | 01/31/09 |        |        | 1  | 2009 | 4020 |  |  | 1,022.19    |
|      | OTH | Move from Other to Equip |               | JC879 | 02/28/09 |        |        | 2  | 2009 | 4060 |  |  | -652.50     |
|      | EQP | Move from Other to Equip |               | JC879 | 02/28/09 |        |        | 2  | 2009 | 4020 |  |  | 652.50      |
|      |     |                          |               |       |          |        |        |    |      |      |  |  | 5,073.40    |

|      |     |                           |           |       |          |         |        |    |      |      |  |  |          |
|------|-----|---------------------------|-----------|-------|----------|---------|--------|----|------|------|--|--|----------|
| COST | 01  | 480                       | Trash Bin |       |          |         |        |    |      |      |  |  |          |
|      | OTH | Acct# 99.0023.95.01 MCH   |           | AP160 | 11/20/08 | 081120  | MERCIT | 11 | 2008 | 4060 |  |  | 1,751.73 |
|      | OTH | Meridian City Hall Parkin |           | AP206 | 11/26/08 | 20768   | ABCSAN | 11 | 2008 | 4060 |  |  | 91.50    |
|      | OTH | Meridian City Hall Parkin |           | AP206 | 11/28/08 | 21245   | ABCSAN | 11 | 2008 | 4060 |  |  | 71.75    |
|      | OTH | MCH Parking 99.00.2395.01 |           | AP467 | 12/05/08 | 081205a | MERCIT | 12 | 2008 | 4060 |  |  | 886.13   |
|      | OTH | VOID INV-City of Meridian |           | AP471 | 12/05/08 | 081205a | MERCIT | 12 | 2008 | 4060 |  |  | -886.13  |
|      | OTH | Dumpsters #99.00.2395.01  |           | AP554 | 01/05/09 | 090105d | MERCIT | 1  | 2009 | 4060 |  |  | 234.14   |

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 080920 Meridian City Hall Parking Lot (continued)

|      |     |                           |                      |             |         |        |    |      |      |  |  |       |          |
|------|-----|---------------------------|----------------------|-------------|---------|--------|----|------|------|--|--|-------|----------|
| COST | 01  | 480                       | Trash Bin            | (continued) |         |        |    |      |      |  |  |       |          |
|      | OTH | Dumpsters/99.00.2395.01   | AP769                | 02/05/09    | 090205  | MERCIT | 2  | 2009 | 4060 |  |  |       | 234.14   |
|      | OTH | Dumpsters #99.00.2395.01  | AP935                | 03/05/09    | 090305  | MERCIT | 3  | 2009 | 4060 |  |  |       | 169.86   |
|      | OTH | FM 060675 MER. CITY TRASH | JC727                | 01/05/09    | AB      |        | 12 | 2008 | 4060 |  |  |       | 886.13   |
|      |     |                           |                      |             |         |        |    |      |      |  |  |       | 3,439.25 |
| COST | 01  | 490                       | Street Clean Up      |             |         |        |    |      |      |  |  |       |          |
|      | OTH | MCH Parking Lot           | AP752                | 01/22/09    | 146224  | TATES  | 2  | 2009 | 4060 |  |  |       | 318.95   |
|      |     |                           |                      |             |         |        |    |      |      |  |  |       | 318.95   |
| COST | 01  | 504                       | Project Trailer      |             |         |        |    |      |      |  |  |       |          |
|      | OTH | MCH #90133819970          | AP752                | 01/25/09    | 8889097 | GECAP1 | 2  | 2009 | 4060 |  |  |       | 29.93    |
|      |     |                           |                      |             |         |        |    |      |      |  |  |       | 29.93    |
| COST | 01  | 510                       | Material Delivery    |             |         |        |    |      |      |  |  |       |          |
|      | LAB | P/R PE 01/24/09           | JC786                | 01/30/09    |         |        | 1  | 2009 | 4030 |  |  | 1.00  | 25.51    |
|      | BRD | P/R PE 01/24/09           | JC786                | 01/30/09    |         |        | 1  | 2009 | 4040 |  |  |       | 5.80     |
|      | LAB | P/R P/E 01/24/09          | JC787                | 01/30/09    |         |        | 1  | 2009 | 4030 |  |  | -1.00 | -25.51   |
|      | LAB | P/R P/E 01/24/09          | JC787                | 01/30/09    |         |        | 1  | 2009 | 4030 |  |  | 1.00  | 22.51    |
|      |     |                           |                      |             |         |        |    |      |      |  |  | 1.00  | 28.31    |
| COST | 01  | 525                       | Signage              |             |         |        |    |      |      |  |  |       |          |
|      | LAB | P/R PE 01/31/09           | PR180                | 01/31/09    |         |        | 2  | 2009 | 4030 |  |  | 1.00  | 22.51    |
|      | BRD | P/R PE 01/31/09           | PR180                | 01/31/09    |         |        | 2  | 2009 | 4040 |  |  |       | -15.20   |
|      |     |                           |                      |             |         |        |    |      |      |  |  | 1.00  | 7.31     |
| COST | 01  | 530                       | Small Tools          |             |         |        |    |      |      |  |  |       |          |
|      | OTH | 4798531205485909 Tom C.   | AP588                | 01/09/09    | 0901z   | USBANK | 1  | 2009 | 4060 |  |  |       | 15.78    |
|      | OTH | 4798531205486279 Jack     | AP812                | 02/09/09    | 0902YY  | USBANK | 2  | 2009 | 4060 |  |  |       | 19.89    |
|      |     |                           |                      |             |         |        |    |      |      |  |  |       | 35.67    |
| COST | 01  | 535                       | Supplies & Postage   |             |         |        |    |      |      |  |  |       |          |
|      | OTH | 4798531205486279 Jack     | AP588                | 01/09/09    | 0901yy  | USBANK | 1  | 2009 | 4060 |  |  |       | 122.93   |
|      | OTH | Copier Lease #2822570USA  | AP661                | 01/22/09    | 6398307 | DANKA  | 1  | 2009 | 4060 |  |  |       | 10.83    |
|      | OTH | 4798531205486279 Jack     | AP812                | 02/09/09    | 0902YY  | USBANK | 2  | 2009 | 4060 |  |  |       | 16.95    |
|      | OTH | Staples                   | JC786                | 01/30/09    | 3114184 |        | 1  | 2009 | 4060 |  |  |       | 404.69   |
|      | OTH | US Bank                   | JC786                | 01/30/09    | 0901yy  |        | 1  | 2009 | 4060 |  |  |       | 78.39    |
|      |     |                           |                      |             |         |        |    |      |      |  |  |       | 633.79   |
| COST | 01  | 543                       | Telephone - Cellular |             |         |        |    |      |      |  |  |       |          |
|      | OTH | 365464166-00001           | AP120                | 11/26/08    | 4964006 | VERWIR | 11 | 2008 | 4060 |  |  |       | 24.03    |
|      | OTH | J Vaughn                  | AP190                | 11/22/08    | 0811C   | NEXTEL | 11 | 2008 | 4060 |  |  |       | 41.90    |
|      | OTH | Coughlin                  | AP190                | 11/22/08    | 081100  | NEXTEL | 11 | 2008 | 4060 |  |  |       | 4.71     |
|      | OTH | Child                     | AP190                | 11/22/08    | 0811S   | NEXTEL | 11 | 2008 | 4060 |  |  |       | 26.14    |
|      | OTH | Jack Vaughn               | AP376                | 12/01/08    | 0812C   | NEXTEL | 12 | 2008 | 4060 |  |  |       | 52.28    |
|      | OTH | Tom Coughlin              | AP376                | 12/01/08    | 081200  | NEXTEL | 12 | 2008 | 4060 |  |  |       | 3.92     |

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**JOB COST DETAIL-BY LINE ITEM**  
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Phase Codes 01 thru 16 Period Range: Job To-Date

| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 080920 Meridian City Hall Parking Lot (continued)

COST 01 543 Telephone - Cellular (continued)

|     |                       |       |          |         |        |    |      |      |  |  |        |
|-----|-----------------------|-------|----------|---------|--------|----|------|------|--|--|--------|
| EQP | 919-8583 Tom C        | AP446 | 06/01/09 | 0906CC  | NEXTEL | 6  | 2009 | 4020 |  |  | 2.62   |
| EQP | Acct# 365464166-00001 | AP584 | 01/01/09 | 090101  | VERWIR | 1  | 2009 | 4020 |  |  | 55.27  |
| OTH | Jack Vaughan          | AP601 | 01/22/09 | 0901C   | NEXTEL | 1  | 2009 | 4060 |  |  | 52.19  |
| OTH | Tom Coughlin          | AP601 | 01/22/09 | 0901PP  | NEXTEL | 1  | 2009 | 4060 |  |  | 4.57   |
| EQP | 365464166-00001       | AP738 | 02/24/09 | 1574109 | VERWIR | 2  | 2009 | 4020 |  |  | 55.27  |
| OTH | Jack Vaughan          | AP819 | 02/09/09 | 0902C   | NEXTEL | 2  | 2009 | 4060 |  |  | 52.19  |
| OTH | Tom Coughlin          | AP819 | 02/09/09 | 0902PP  | NEXTEL | 2  | 2009 | 4060 |  |  | 5.21   |
| OTH | 365464166-00001       | AP955 | 03/01/09 | 0578628 | VERWIR | 3  | 2009 | 4060 |  |  | 55.27  |
| OTH | Tom Coughlin          | AP970 | 10/22/08 | 081000  | NEXTEL | 10 | 2008 | 4060 |  |  | 2.62   |
| OTH | Pat Child             | AP970 | 10/22/08 | 0810S   | NEXTEL | 10 | 2008 | 4060 |  |  | 13.07  |
| EQP | J.Vaughan-573-7582    | AP976 | 03/01/09 | 0903C   | NEXTEL | 3  | 2009 | 4060 |  |  | 54.28  |
| EQP | T.Coughlin-919-8583   | AP976 | 03/01/09 | 0903PP  | NEXTEL | 3  | 2009 | 4020 |  |  | 4.34   |
| EQP | s/b 4020              | JC892 | 03/31/09 | KC      |        | 3  | 2009 | 4060 |  |  | -54.28 |
| EQP | f/m 4060              | JC892 | 03/31/09 | KC      |        | 3  | 2009 | 4020 |  |  | 54.28  |

509.88

COST 01 556 Toilets

|     |                    |       |          |       |        |    |      |      |  |  |        |
|-----|--------------------|-------|----------|-------|--------|----|------|------|--|--|--------|
| OTH | Meridian City Hall | AP448 | 12/24/08 | 21732 | ABCSAN | 12 | 2008 | 4060 |  |  | 71.50  |
| OTH | MCH Parking Lot    | AP654 | 11/26/08 | 21012 | ABCSAN | 1  | 2009 | 4060 |  |  | 251.11 |
| OTH | MCH Parking Lot    | AP654 | 01/21/09 | 22325 | ABCSAN | 1  | 2009 | 4060 |  |  | 71.50  |
| OTH | MCH Parking Lot    | AP712 | 01/29/09 | 22700 | ABCSAN | 2  | 2009 | 4060 |  |  | -56.17 |

337.94

COST 01 560 Traffic Control

|     |                       |       |          |        |        |    |      |      |  |  |       |
|-----|-----------------------|-------|----------|--------|--------|----|------|------|--|--|-------|
| OTH | 4798531205486279 Jack | AP325 | 12/01/08 | 0812yy | USBANK | 12 | 2008 | 4060 |  |  | 60.00 |
|-----|-----------------------|-------|----------|--------|--------|----|------|------|--|--|-------|

60.00

COST 01 630 Weather Conditions

|     |                       |       |          |         |        |   |      |      |      |  |           |
|-----|-----------------------|-------|----------|---------|--------|---|------|------|------|--|-----------|
| OTH | MCH Parking Lot       | AP002 | 01/02/09 | c2249   | TATES  | 3 | 2009 | 4060 |      |  | -3,180.00 |
| MTL | Meridian City Hall    | AP638 | 01/22/09 | 91344   | SPECON | 1 | 2009 | 4050 |      |  | 203.52    |
| EQP | Meridian City Hall    | AP638 | 12/30/08 | 123008  | TATES  | 1 | 2009 | 4020 |      |  | 477.00    |
| EQP | Meridian City Hall    | AP638 | 01/02/09 | 141533  | TATES  | 1 | 2009 | 4020 |      |  | 7,950.00  |
| EQP | Meridian City Hall    | AP638 | 12/30/08 | 142492  | TATES  | 1 | 2009 | 4020 |      |  | 670.00    |
| EQP | Meridian City Hall    | AP638 | 01/02/09 | C2249   | TATES  | 1 | 2009 | 4020 |      |  | -3,180.00 |
| EQP | VOID INV-Tates Rents  | AP662 | 12/30/08 | 123008  | TATES  | 1 | 2009 | 4020 |      |  | -477.00   |
| OTH | MCH Parking Lot       | AP663 | 12/11/08 | 138359  | TATES  | 1 | 2009 | 4060 |      |  | 3,015.00  |
| OTH | MCH Parking Lot       | AP663 | 01/08/09 | 138359A | TATES  | 1 | 2009 | 4060 |      |  | 1,507.50  |
| OTH | MCH Parking Lot       | AP807 | 01/29/09 | 147334  | TATES  | 2 | 2009 | 4060 |      |  | 207.82    |
| OTH | 4798531205486279 Jack | AP812 | 02/09/09 | 0902YY  | USBANK | 2 | 2009 | 4060 |      |  | 47.00     |
| OTH | 4798531205486279 Jack | AP812 | 02/09/09 | 0902YY  | USBANK | 2 | 2009 | 4060 |      |  | 4.21      |
| OTH | 4798531205486279 Jack | AP812 | 02/09/09 | 0902YY  | USBANK | 2 | 2009 | 4060 |      |  | 1.84      |
| OTH | US Bank               | JC786 | 01/30/09 | 0901yy  |        | 1 | 2009 | 4060 |      |  | 166.83    |
| LAB | P/R PE 01/03/09       | JC786 | 01/30/09 |         |        | 1 | 2009 | 4030 | 1.00 |  | 22.51     |
| BRD | P/R PE 01/03/09       | JC786 | 01/30/09 |         |        | 1 | 2009 | 4040 |      |  | 5.80      |



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## JOB COST DETAIL-BY LINE ITEM

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 080920 Meridian City Hall Parking Lot (continued)

COST 01 630 Weather Conditions (continued)

1.00 7,442.03

COST 01 950 Liability Insurance

OTH SUB Insurance JC675 12/24/08 12 2008 4060 16.00

OTH Umbrella Insurance JC675 12/24/08 12 2008 4060 12.00

SUB Dec 2008 Umbrella Insur JC780 01/26/09 PETRA 1 2009 4010 10.00

OTH Dec Liability Insurance JC781 01/26/09 1 2009 4060 14.00

OTH Umbrella Insur Alloc JC826 02/19/09 2 2009 4060 22.00

OTH Umbrella Insur Alloc JC826 02/19/09 2 2009 4060 30.00

104.00

COST 02 600 Expose Monitoring Wells

OTH MCH Parking Lot AP752 01/29/09 8712 PENCON 2 2009 4060 270.00

270.00

COST 02 935 Erosion &amp; Sediment Contro

OTH MCH Parking Lot AP712 01/22/09 0091344 SPECON 2 2009 4060 203.52

OTH VOID INV-Specialty Constr AP939 01/22/09 0091344 SPECON 3 2009 4060 -203.52

OTH SB 01-110 SPECIALTY CONST JC836 02/28/09 AB 2 2009 4060 -203.52

-203.52

COST 03 4800 Panel Sacking

LAB P/R PE 05/16/09 PR218 05/16/09 5 2009 4030 1.00 16.64

BRD P/R PE 05/16/09 PR218 05/16/09 5 2009 4040 3.94

1.00 20.58

COST 04 400 Brick Sealer @ Corner

OTH MCH Parking Lot AP752 01/05/09 342326 CCSIND 2 2009 4060 111.30

111.30

Job Period Cost: 65,186.67

Date: 11/13/2009

Time: 02:08:35 PM

Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16

Period Range: Job To-Date

## JOB COST DETAIL-BY LINE ITEM

(job history only)

Report Code: 28.81

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall

COST 01 040 Project Deliveries

|     |                          |       |          |       |        |    |      |      |  |  |  |  |       |
|-----|--------------------------|-------|----------|-------|--------|----|------|------|--|--|--|--|-------|
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP020 | 06/01/08 | 4189  | HOTSHO | 6  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | January Courier Service  | AP105 | 02/01/08 | 3801  | HOTSHO | 2  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | January Courier Service  | AP105 | 02/01/08 | 3801  | HOTSHO | 2  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | SEPTEMBER 2007           | AP140 | 09/30/07 | 40418 | ACTCOU | 10 | 2007 | 4060 |  |  |  |  | 12.21 |
| OTH | SEPTEMBER 2007           | AP140 | 09/30/07 | 40418 | ACTCOU | 10 | 2007 | 4060 |  |  |  |  | 12.21 |
| OTH | SEPTEMBER 2007           | AP140 | 09/30/07 | 40418 | ACTCOU | 10 | 2007 | 4060 |  |  |  |  | 12.21 |
| OTH | SEPTEMBER 2007           | AP140 | 09/30/07 | 40418 | ACTCOU | 10 | 2007 | 4060 |  |  |  |  | 12.21 |
| OTH | SEPTEMBER 2007           | AP140 | 09/30/07 | 40418 | ACTCOU | 10 | 2007 | 4060 |  |  |  |  | 11.10 |
| OTH | October Courier Service  | AP143 | 11/01/08 | 4904  | HOTSHO | 11 | 2008 | 4060 |  |  |  |  | 18.70 |
| OTH | October Courier Service  | AP143 | 11/01/08 | 4904  | HOTSHO | 11 | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | October Courier Service  | AP143 | 11/01/08 | 4904  | HOTSHO | 11 | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | October Courier Service  | AP143 | 11/01/08 | 4904  | HOTSHO | 11 | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | October Courier Service  | AP143 | 11/01/08 | 4904  | HOTSHO | 11 | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | November Courier Service | AP179 | 12/01/08 | 5018  | HOTSHO | 12 | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | June Courier Service     | AP234 | 07/01/08 | 4286  | HOTSHO | 7  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | June Courier Service     | AP234 | 07/01/08 | 4286  | HOTSHO | 7  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | June Courier Service     | AP234 | 07/01/08 | 4286  | HOTSHO | 7  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | June Courier Service     | AP234 | 07/01/08 | 4286  | HOTSHO | 7  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | June Courier Service     | AP234 | 07/01/08 | 4286  | HOTSHO | 7  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | June Courier Service     | AP234 | 07/01/08 | 4286  | HOTSHO | 7  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | June Courier Service     | AP234 | 07/01/08 | 4286  | HOTSHO | 7  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | June Courier Service     | AP234 | 07/01/08 | 4286  | HOTSHO | 7  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | June Courier Service     | AP234 | 07/01/08 | 4286  | HOTSHO | 7  | 2008 | 4060 |  |  |  |  | 9.35  |
| OTH | May Courier Service      | AP333 | 05/31/07 | 37070 | ACTCOU | 6  | 2007 | 4060 |  |  |  |  | 12.10 |
| OTH | May Courier Service      | AP333 | 05/31/07 | 37070 | ACTCOU | 6  | 2007 | 4060 |  |  |  |  | 12.10 |
| OTH | May Courier Service      | AP333 | 05/31/07 | 37070 | ACTCOU | 6  | 2007 | 4060 |  |  |  |  | 12.10 |
| OTH | May Courier Service      | AP333 | 05/31/07 | 37070 | ACTCOU | 6  | 2007 | 4060 |  |  |  |  | 12.10 |
| OTH | May Courier Service      | AP333 | 05/31/07 | 37070 | ACTCOU | 6  | 2007 | 4060 |  |  |  |  | 12.10 |
| OTH | October Service/ #1911   | AP359 | 10/31/07 | 40915 | ACTCOU | 11 | 2007 | 4060 |  |  |  |  | 12.10 |
| OTH | October Courier Services | AP370 | 11/01/07 | 3483  | HOTSHO | 11 | 2007 | 4060 |  |  |  |  | 9.35  |
| OTH | October Courier Services | AP370 | 11/01/07 | 3483  | HOTSHO | 11 | 2007 | 4060 |  |  |  |  | 9.35  |
| OTH | October Courier Services | AP370 | 11/01/07 | 3483  | HOTSHO | 11 | 2007 | 4060 |  |  |  |  | 9.35  |

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Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 060675 thru 060675

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## JOB COST DETAIL-BY LINE ITEM

(job history only)

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                          |                                |          |        |  |        |    |      |      |  |  |       |
|------|-----|--------------------------|--------------------------------|----------|--------|--|--------|----|------|------|--|--|-------|
| COST | 01  | 040                      | Project Deliveries (continued) |          |        |  |        |    |      |      |  |  |       |
|      | OTH | FEBRUARY COURIER SERVICE | AP382                          | 03/01/08 | 3904   |  | HOTSHO | 3  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | FEBRUARY COURIER SERVICE | AP382                          | 03/01/08 | 3904   |  | HOTSHO | 3  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | July Courier Service     | AP447                          | 08/01/08 | 4389   |  | HOTSHO | 8  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | July Courier Service     | AP447                          | 08/01/08 | 4389   |  | HOTSHO | 8  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | July Courier Service     | AP447                          | 08/01/08 | 4389   |  | HOTSHO | 8  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | July Courier Service     | AP447                          | 08/01/08 | 4389   |  | HOTSHO | 8  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | July Courier Service     | AP447                          | 08/01/08 | 4389   |  | HOTSHO | 8  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | Acct. #6440/June Courier | AP461                          | 06/30/07 | 37666  |  | ACTCOU | 7  | 2007 | 4060 |  |  | 12.32 |
|      | OTH | Acct. #6440/June Courier | AP461                          | 06/30/07 | 37666  |  | ACTCOU | 7  | 2007 | 4060 |  |  | 12.32 |
|      | OTH | Acct. #6440/June Courier | AP461                          | 06/30/07 | 37666  |  | ACTCOU | 7  | 2007 | 4060 |  |  | 12.32 |
|      | OTH | Acct. #6440/June Courier | AP461                          | 06/30/07 | 37666  |  | ACTCOU | 7  | 2007 | 4060 |  |  | 12.32 |
|      | OTH | Acct. #6440/June Courier | AP461                          | 06/30/07 | 37666  |  | ACTCOU | 7  | 2007 | 4060 |  |  | 12.32 |
|      | OTH | Acct. #6440/June Courier | AP461                          | 06/30/07 | 37666  |  | ACTCOU | 7  | 2007 | 4060 |  |  | 12.32 |
|      | OTH | Acct. #6440/June Courier | AP461                          | 06/30/07 | 37666  |  | ACTCOU | 7  | 2007 | 4060 |  |  | 12.32 |
|      | OTH | March Courier Service    | AP545                          | 04/01/08 | 3999   |  | HOTSHO | 4  | 2008 | 4060 |  |  | 23.38 |
|      | OTH | March Courier Service    | AP545                          | 04/01/08 | 3999   |  | HOTSHO | 4  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | March Courier Service    | AP545                          | 04/01/08 | 3999   |  | HOTSHO | 4  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | March Courier Service    | AP545                          | 04/01/08 | 3999   |  | HOTSHO | 4  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | March Courier Service    | AP545                          | 04/01/08 | 3999   |  | HOTSHO | 4  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | March Courier Service    | AP545                          | 04/01/08 | 3999   |  | HOTSHO | 4  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | March Courier Service    | AP545                          | 04/01/08 | 3999   |  | HOTSHO | 4  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | March Courier Service    | AP545                          | 04/01/08 | 3999   |  | HOTSHO | 4  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | March Courier Service    | AP545                          | 04/01/08 | 3999   |  | HOTSHO | 4  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | November Courier Service | AP590                          | 12/01/07 | 3595   |  | HOTSHO | 12 | 2007 | 4060 |  |  | 9.35  |
|      | OTH | November Courier Service | AP590                          | 12/01/07 | 3595   |  | HOTSHO | 12 | 2007 | 4060 |  |  | 9.35  |
|      | OTH | November Courier Service | AP590                          | 12/01/07 | 3595   |  | HOTSHO | 12 | 2007 | 4060 |  |  | 9.35  |
|      | OTH | November Courier Service | AP590                          | 12/01/07 | 3595   |  | HOTSHO | 12 | 2007 | 4060 |  |  | 9.35  |
|      | OTH | November Courier Service | AP590                          | 12/01/07 | 3595   |  | HOTSHO | 12 | 2007 | 4060 |  |  | 9.35  |
|      | OTH | November Courier Service | AP590                          | 12/01/07 | 3595   |  | HOTSHO | 12 | 2007 | 4060 |  |  | 9.35  |
|      | OTH | November Courier Service | AP590                          | 12/01/07 | 3595   |  | HOTSHO | 12 | 2007 | 4060 |  |  | 9.35  |
|      | OTH | November Courier Service | AP590                          | 12/01/07 | 3595   |  | HOTSHO | 12 | 2007 | 4060 |  |  | 9.35  |
|      | OTH | November Courier Service | AP590                          | 12/01/07 | 3595   |  | HOTSHO | 12 | 2007 | 4060 |  |  | 9.35  |
|      | OTH | November Courier Service | AP590                          | 12/01/07 | 3595   |  | HOTSHO | 12 | 2007 | 4060 |  |  | 9.35  |
|      | OTH | November Courier Service | AP590                          | 12/01/07 | 3595   |  | HOTSHO | 12 | 2007 | 4060 |  |  | 9.35  |
|      | OTH | November Courier Service | AP590                          | 12/01/07 | 3595   |  | HOTSHO | 12 | 2007 | 4060 |  |  | 9.35  |
|      | OTH | November Courier Service | AP590                          | 12/01/07 | 3595   |  | HOTSHO | 12 | 2007 | 4060 |  |  | 9.35  |
|      | OTH | Shipping                 | AP634                          | 02/28/07 | 35588  |  | ACTCOU | 3  | 2007 | 4060 |  |  | 9.63  |
|      | OTH | Shipping                 | AP634                          | 02/28/07 | 35588  |  | ACTCOU | 3  | 2007 | 4060 |  |  | 9.63  |
|      | OTH | Cust#00802691804         | AP639                          | 04/09/08 | 129587 |  | WORWID | 4  | 2008 | 4060 |  |  | 60.34 |
|      | OTH | Cust#00802691804         | AP639                          | 04/09/08 | 129587 |  | WORWID | 4  | 2008 | 4060 |  |  | 0.33  |
|      | OTH | August Courier Service   | AP657                          | 09/01/08 | 4490   |  | HOTSHO | 9  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | August Courier Service   | AP657                          | 09/01/08 | 4490   |  | HOTSHO | 9  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | August Courier Service   | AP657                          | 09/01/08 | 4490   |  | HOTSHO | 9  | 2008 | 4060 |  |  | 9.35  |
|      | OTH | July Courier Svc./#6440  | AP690                          | 07/31/07 | 38310  |  | ACTCOU | 8  | 2007 | 4060 |  |  | 12.43 |
|      | OTH | July Courier Svc./#6440  | AP690                          | 07/31/07 | 38310  |  | ACTCOU | 8  | 2007 | 4060 |  |  | 12.43 |
|      | OTH | July Courier Svc./#6440  | AP690                          | 07/31/07 | 38310  |  | ACTCOU | 8  | 2007 | 4060 |  |  | 18.65 |
|      | OTH | July Courier Svc./#6440  | AP690                          | 07/31/07 | 38310  |  | ACTCOU | 8  | 2007 | 4060 |  |  | 12.43 |
|      | OTH | July Courier Svc./#6440  | AP690                          | 07/31/07 | 38310  |  | ACTCOU | 8  | 2007 | 4060 |  |  | 12.43 |

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**JOB COST DETAIL-BY LINE ITEM**  
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Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16 Period Range: Job To-Date

| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

| COST | 01  | 040                       | Project Deliveries | (continued) |         |        |    |      |      |  |  |  |         |
|------|-----|---------------------------|--------------------|-------------|---------|--------|----|------|------|--|--|--|---------|
|      | OTH | July Courier Svc./#6440   | AP690              | 07/31/07    | 38310   | ACTCOU | 8  | 2007 | 4060 |  |  |  | 11.30   |
|      | OTH | July Courier Svc./#6440   | AP690              | 07/31/07    | 38310   | ACTCOU | 8  | 2007 | 4060 |  |  |  | 12.43   |
|      | OTH | July Courier Svc./#6440   | AP690              | 07/31/07    | 38310   | ACTCOU | 8  | 2007 | 4060 |  |  |  | 12.43   |
|      | OTH | July Courier Svc./#6440   | AP690              | 07/31/07    | 38310   | ACTCOU | 8  | 2007 | 4060 |  |  |  | 12.43   |
|      | OTH | MERIDIAN CITY HALL        | AP706              | 04/11/08    | 0677734 | DESSPA | 4  | 2008 | 4060 |  |  |  | 928.90  |
|      | OTH | January Courier Service   | AP752              | 02/01/09    | 5210    | HOTSHO | 2  | 2009 | 4060 |  |  |  | 4.68    |
|      | OTH | January Courier Service   | AP752              | 02/01/09    | 5210    | HOTSHO | 2  | 2009 | 4060 |  |  |  | 4.68    |
|      | OTH | September 08              | AP826              | 10/01/08    | 4816    | HOTSHO | 10 | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | September 08              | AP826              | 10/01/08    | 4816    | HOTSHO | 10 | 2008 | 4060 |  |  |  | 10.45   |
|      | OTH | September 08              | AP826              | 10/01/08    | 4816    | HOTSHO | 10 | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | September 08              | AP826              | 10/01/08    | 4816    | HOTSHO | 10 | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | April Courier Service     | AP847              | 05/01/08    | 4086    | HOTSHO | 5  | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | April Courier Service     | AP847              | 05/01/08    | 4086    | HOTSHO | 5  | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | April Courier Service     | AP847              | 05/01/08    | 4086    | HOTSHO | 5  | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | April Courier Service     | AP847              | 05/01/08    | 4086    | HOTSHO | 5  | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | April Courier Service     | AP847              | 05/01/08    | 4086    | HOTSHO | 5  | 2008 | 4060 |  |  |  | 32.72   |
|      | OTH | April Courier Service     | AP847              | 05/01/08    | 4086    | HOTSHO | 5  | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | August Courier/#6440      | AP903              | 08/31/07    | 38891   | ACTCOU | 9  | 2007 | 4060 |  |  |  | 12.32   |
|      | OTH | August Courier/#6440      | AP903              | 08/31/07    | 38891   | ACTCOU | 9  | 2007 | 4060 |  |  |  | 11.20   |
|      | OTH | August Courier/#6440      | AP903              | 08/31/07    | 38891   | ACTCOU | 9  | 2007 | 4060 |  |  |  | 12.32   |
|      | OTH | August Courier/#6440      | AP903              | 08/31/07    | 38891   | ACTCOU | 9  | 2007 | 4060 |  |  |  | 12.32   |
|      | OTH | August Courier/#6440      | AP903              | 08/31/07    | 38891   | ACTCOU | 9  | 2007 | 4060 |  |  |  | 12.32   |
|      | OTH | August Courier/#6440      | AP903              | 08/31/07    | 38891   | ACTCOU | 9  | 2007 | 4060 |  |  |  | 11.20   |
|      | OTH | February Courier Services | AP905              | 03/01/09    | 5307    | HOTSHO | 3  | 2009 | 4060 |  |  |  | 4.68    |
|      | OTH | December Courier Service  | AP907              | 01/01/08    | 3695    | HOTSHO | 1  | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | December Courier Service  | AP907              | 01/01/08    | 3695    | HOTSHO | 1  | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | December Courier Service  | AP907              | 01/01/08    | 3695    | HOTSHO | 1  | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | December Courier Service  | AP907              | 01/01/08    | 3695    | HOTSHO | 1  | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | December Courier Service  | AP907              | 01/01/08    | 3695    | HOTSHO | 1  | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | December Courier Service  | AP907              | 01/01/08    | 3695    | HOTSHO | 1  | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | December Courier Service  | AP907              | 01/01/08    | 3695    | HOTSHO | 1  | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | December Courier Service  | AP907              | 01/01/08    | 3695    | HOTSHO | 1  | 2008 | 4060 |  |  |  | 9.35    |
|      | OTH | MOVED TO 01-504           | JC271              | 04/29/08    | CSC     |        | 4  | 2008 | 4060 |  |  |  | -928.90 |
|      | OTH | ISQFT MOVED FROM 01-415   | JC793              | 07/31/07    | CONSO   |        | 8  | 2007 | 4060 |  |  |  | 21.28   |
|      | OTH | S/B INDUSTRIAL WAY #1     | JC965              | 12/11/07    | HOTSHO  |        | 12 | 2007 | 4060 |  |  |  | -9.35   |

1,318.52

|      |     |                           |                         |          |        |        |   |      |      |  |  |  |       |
|------|-----|---------------------------|-------------------------|----------|--------|--------|---|------|------|--|--|--|-------|
| COST | 01  | 050                       | Survey/Field Engineerin |          |        |        |   |      |      |  |  |  |       |
|      | OTH | 4798531205485917 CHILD P. | AP703                   | 09/10/08 | 0809AA | USBANK | 9 | 2008 | 4060 |  |  |  | 18.30 |

18.30

|      |     |                    |                   |          |         |        |    |      |      |  |  |  |          |
|------|-----|--------------------|-------------------|----------|---------|--------|----|------|------|--|--|--|----------|
| COST | 01  | 110                | Extra Work Orders |          |         |        |    |      |      |  |  |  |          |
|      | OTH | Meridian City Hall | AP016             | 09/18/08 | 0039293 | HOBFA  | 3  | 2009 | 4060 |  |  |  | 568.24   |
|      | OTH | MERIDIAN CITY HALL | AP022             | 10/24/08 | SB3076  | HOBFA  | 10 | 2008 | 4060 |  |  |  | 323.50   |
|      | OTH | Meridian City Hall | AP055             | 10/14/08 | 081014  | AXECON | 3  | 2009 | 4060 |  |  |  | 1,295.00 |

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Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16

Period Range: Job To-Date

## JOB COST DETAIL-BY LINE ITEM

(job history only)

Report Code: 28.81

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |                               |       |          |         |        |    |      |      |  |  |           |
|------|-----|---------------------------|-------------------------------|-------|----------|---------|--------|----|------|------|--|--|-----------|
| COST | 01  | 110                       | Extra Work Orders (continued) |       |          |         |        |    |      |      |  |  |           |
|      | OTH | PC80508                   | MCH                           | AP102 | 09/29/08 | 339197  | CCSIND | 11 | 2008 | 4060 |  |  | 41.98     |
|      | OTH | PC80509                   | MCH                           | AP102 | 09/29/08 | 339211  | CCSIND | 11 | 2008 | 4060 |  |  | 15.90     |
|      | OTH | PC80511                   | MCH                           | AP102 | 10/02/08 | 339382  | CCSIND | 11 | 2008 | 4060 |  |  | 62.54     |
|      | OTH | PC80512                   | MCH                           | AP102 | 10/03/08 | 339439  | CCSIND | 11 | 2008 | 4060 |  |  | 39.01     |
|      | OTH | PC80514                   | MCH                           | AP102 | 10/04/08 | 339503  | CCSIND | 11 | 2008 | 4060 |  |  | 23.32     |
|      | OTH | PC80517                   | MCH                           | AP102 | 10/13/08 | 339860  | CCSIND | 11 | 2008 | 4060 |  |  | 6.89      |
|      | OTH | Meridian City Hall        |                               | AP102 | 10/29/08 | 12319   | CUSGLA | 11 | 2008 | 4060 |  |  | 415.00    |
|      | OTH | Meridian City Hall        |                               | AP102 | 10/29/08 | 12320   | CUSGLA | 11 | 2008 | 4060 |  |  | 374.00    |
|      | OTH | 1PE60675                  | MCH                           | AP102 | 10/15/08 | 169565  | FRANKL | 11 | 2008 | 4060 |  |  | 336.23    |
|      | OTH | Meridian City Hall        |                               | AP102 | 11/06/08 | 081106  | IDACUS | 11 | 2008 | 4060 |  |  | 158.00    |
|      | OTH | Meridian City Hall        |                               | AP102 | 10/27/08 | 12975   | IDACUS | 11 | 2008 | 4060 |  |  | 2,944.87  |
|      | OTH | Meridian City Hall        |                               | AP102 | 11/04/08 | 121     | MIDPRO | 11 | 2008 | 4060 |  |  | 1,515.00  |
|      | OTH | Meridian City Hall        |                               | AP102 | 11/04/08 | 3912    | SBICON | 11 | 2008 | 4060 |  |  | 935.00    |
|      | OTH | Meridian City Hall 3958   |                               | AP102 | 10/13/08 | 122880  | TATES  | 11 | 2008 | 4060 |  |  | 245.20    |
|      | OTH | 3958 - Meridian City Hall |                               | AP102 | 10/20/08 | 96517B  | TATES  | 11 | 2008 | 4060 |  |  | 1,855.00  |
|      | OTH | Meridian City Hall 3958   |                               | AP102 | 10/20/08 | 96517C  | TATES  | 11 | 2008 | 4060 |  |  | 618.33    |
|      | OTH | Meridian City Hall 3958   |                               | AP102 | 11/04/08 | c1811   | TATES  | 11 | 2008 | 4060 |  |  | -337.53   |
|      | MTL | MCH Carp Tile Adhesive    |                               | AP160 | 11/11/08 | 091017  | DESFL0 | 11 | 2008 | 4050 |  |  | 74.73     |
|      | MTL | Amer Steel 3598.42 @ 6%   |                               | AP160 | 11/17/08 | 081117  | IDTAX  | 11 | 2008 | 4050 |  |  | 215.91    |
|      | OTH | Meridian City Hall        |                               | AP177 | 11/12/08 | 82845   | AMESTE | 11 | 2008 | 4060 |  |  | 3,598.42  |
|      | OTH | Meridian City Hall        |                               | AP177 | 11/14/08 | 52911   | ARCBUI | 11 | 2008 | 4060 |  |  | 276.07    |
|      | OTH | Meridian City Hall 71123  |                               | AP177 | 09/25/08 | 081114  | DESFL0 | 11 | 2008 | 4060 |  |  | 260.00    |
|      | OTH | Meridian City Hall        |                               | AP177 | 11/08/08 | 5149    | INTEIN | 11 | 2008 | 4060 |  |  | 1,750.00  |
|      | OTH | 4798531205485917 Pat C.   |                               | AP182 | 11/01/08 | 0811aa  | USBANK | 11 | 2008 | 4060 |  |  | 21.48     |
|      | OTH | Meridian City Hall        |                               | AP206 | 11/18/08 | 2530453 | AMECON | 11 | 2008 | 4060 |  |  | 50.88     |
|      | OTH | Meridian City Hall        |                               | AP206 | 11/10/08 | 3423    | COMPAI | 11 | 2008 | 4060 |  |  | 15,143.60 |
|      | OTH | Meridian City Hall        |                               | AP206 | 11/10/08 | 081108  | TERWES | 11 | 2008 | 4060 |  |  | 1,210.00  |
|      | OTH | Meridian City Hall        |                               | AP206 | 11/10/08 | 081109  | TERWES | 11 | 2008 | 4060 |  |  | 200.00    |
|      | OTH | Meridian City Hall        |                               | AP206 | 11/10/08 | 081110  | TERWES | 11 | 2008 | 4060 |  |  | 1,600.00  |
|      | OTH | Meridian City Hall        |                               | AP206 | 11/26/08 | 081126  | TMC    | 11 | 2008 | 4060 |  |  | 144.90    |
|      | OTH | Meridian City Hall        |                               | AP249 | 11/25/08 | 08-959  | ACDS   | 12 | 2008 | 4060 |  |  | 465.00    |
|      | OTH | Meridian City Hall        |                               | AP249 | 12/04/08 | 124     | MIDPRO | 12 | 2008 | 4060 |  |  | 962.50    |
|      | OTH | Meridian City Hall        |                               | AP335 | 12/12/08 | 081212  | AMEWAL | 12 | 2008 | 4060 |  |  | 1,384.60  |
|      | OTH | Meridian City Hall        |                               | AP335 | 12/09/08 | 1356    | COBCON | 12 | 2008 | 4060 |  |  | 750.00    |
|      | OTH | Meridian City Hall        |                               | AP335 | 12/15/08 | 630     | MJBACK | 12 | 2008 | 4060 |  |  | 158.40    |
|      | OTH | Meridian City Hall        |                               | AP448 | 12/23/08 | 8371    | BOISME | 12 | 2008 | 4060 |  |  | 600.00    |
|      | OTH | Meridian City Hall        |                               | AP448 | 09/24/08 | 5141    | INTEIN | 12 | 2008 | 4060 |  |  | 2,025.00  |
|      | OTH | Meridian City Hall        |                               | AP477 | 12/19/08 | 29016   | SUNLAN | 12 | 2008 | 4060 |  |  | 405.45    |
|      | OTH | Meridian City Hall        |                               | AP598 | 09/16/08 | 29653   | HASCON | 1  | 2009 | 4060 |  |  | 782.50    |
|      | SUB | Meridian City Hall        |                               | AP638 | 01/12/09 | 53972   | ARCBUI | 1  | 2009 | 4010 |  |  | 2,350.00  |
|      | SUB | Meridian City Hall        |                               | AP638 | 01/07/09 | 3919    | SBICON | 1  | 2009 | 4010 |  |  | 81.25     |
|      | OTH | VOID INV-Interstate Inter |                               | AP645 | 10/11/08 | 5149    | INTINT | 1  | 2009 | 4060 |  |  | -1,750.00 |
|      | OTH | VOID INV-Interstate Inter |                               | AP721 | 09/24/08 | 5141    | INTINT | 2  | 2009 | 4060 |  |  | -2,025.00 |
|      | OTH | MERIDIAN CITY HALL        |                               | AP736 | 09/23/08 | 092308  | IDAPOW | 9  | 2008 | 4060 |  |  | 654.00    |
|      | OTH | VOID INV-Hobson Fabricati |                               | AP741 | 10/24/08 | SB3076  | HOBFAB | 2  | 2009 | 4060 |  |  | -323.50   |

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Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16

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## JOB COST DETAIL-BY LINE ITEM

(job history only)

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VENO | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |                   |             |         |        |              |  |  |       |           |
|------|-----|---------------------------|-------------------|-------------|---------|--------|--------------|--|--|-------|-----------|
| COST | 01  | 110                       | Extra Work Orders | (continued) |         |        |              |  |  |       |           |
|      | OTH | MERIDIAN CITY HALL        | AP750             | 07/11/08    | 07-8272 | BUSMEC | 9 2008 4060  |  |  |       | 1,733.67  |
|      | OTH | MERIDIAN CITY HALL        | AP750             | 09/10/08    | 122255  | LASASC | 9 2008 4060  |  |  |       | 597.84    |
|      | OTH | MERIDIAN CITY HALL        | AP750             | 09/05/08    | 1568    | RULSTE | 9 2008 4060  |  |  |       | 2,000.00  |
|      | OTH | Meridian City Hall        | AP759             | 02/16/09    | 090216  | NEAMAR | 2 2009 4060  |  |  |       | 1,000.00  |
|      | OTH | MERIDIAN CITY HALL        | AP768             | 07/28/08    | 07-8348 | BUSMEC | 9 2008 4060  |  |  |       | 971.85    |
|      | OTH | MERIDIAN CITY HALL        | AP768             | 09/22/08    | 1339    | COBCON | 9 2008 4060  |  |  |       | 400.00    |
|      | OTH | MERIDIAN CITY HALL        | AP768             | 09/12/08    | 080912  | IDACUS | 9 2008 4060  |  |  |       | 159.00    |
|      | OTH | MERIDIAN CITY HALL        | AP768             | 09/22/08    | 080922  | IDACUS | 9 2008 4060  |  |  |       | 1,500.00  |
|      | OTH | MERIDIAN CITY HALL        | AP768             | 09/24/08    | 5141    | INTINT | 9 2008 4060  |  |  |       | 2,025.00  |
|      | OTH | MERIDIAN CITY HALL        | AP778             | 09/04/08    | 09-8351 | BUSMEC | 9 2008 4060  |  |  |       | 653.56    |
|      | OTH | MERIDIAN CITY HALL        | AP778             | 09/24/08    | 116934  | TATES  | 9 2008 4060  |  |  |       | 87.39     |
|      | OTH | Meridian City Hall        | AP807             | 02/23/09    | 090223  | NEAMAR | 2 2009 4060  |  |  |       | 1,000.00  |
|      | OTH | MERIDIAN CITY HALL        | AP872             | 08/27/08    | DFA9    | AMEWAL | 10 2008 4060 |  |  |       | 2,977.00  |
|      | OTH | MERIDIAN CITY HALL        | AP872             | 09/30/08    | 8195    | BOISME | 10 2008 4060 |  |  |       | 1,200.00  |
|      | OTH | MERIDIAN CITY HALL        | AP872             | 08/28/08    | 337802  | CCSIND | 10 2008 4060 |  |  |       | 171.08    |
|      | OTH | MERIDIAN CITY HALL        | AP872             | 09/19/08    | 338757  | CCSIND | 10 2008 4060 |  |  |       | 10.44     |
|      | OTH | MERIDIAN CITY HALL        | AP872             | 09/25/08    | 339045  | CCSIND | 10 2008 4060 |  |  |       | 24.38     |
|      | OTH | MERIDIAN CITY HALL        | AP872             | 09/30/08    | 12255   | CUSGLA | 10 2008 4060 |  |  |       | 1,000.00  |
|      | OTH | MERIDIAN CITY HALL        | AP872             | 09/26/08    | merctyh | SEALCO | 10 2008 4060 |  |  |       | 405.00    |
|      | OTH | MERIDIAN CITY HALL        | AP872             | 09/25/08    | 28750   | SUNLAN | 10 2008 4060 |  |  |       | 914.77    |
|      | OTH | MERIDIAN CITY HALL        | AP872             | 09/25/08    | 28751   | SUNLAN | 10 2008 4060 |  |  |       | 1,725.00  |
|      | OTH | MERIDIAN CITY HALL        | AP872             | 09/29/08    | 118536  | TATES  | 10 2008 4060 |  |  |       | 642.36    |
|      | OTH | MERIDIAN CITY HALL        | AP872             | 10/07/08    | 6514    | TRISTA | 10 2008 4060 |  |  |       | 11,937.87 |
|      | OTH | 4798531205485917 P Child  | AP942             | 10/09/08    | 0810AA  | USBANK | 10 2008 4060 |  |  |       | 14.69     |
|      | OTH | 4798531205483144 S Trepag | AP942             | 10/09/08    | 0810L   | USBANK | 10 2008 4060 |  |  |       | 8.45      |
|      | OTH | 4798531205483144 S Trepag | AP942             | 10/09/08    | 0810L   | USBANK | 10 2008 4060 |  |  |       | 32.54     |
|      | OTH | MERIDIAN CITY HALL        | AP952             | 10/14/08    | 1232    | ENTELE | 10 2008 4060 |  |  |       | 297.50    |
|      | OTH | MERIDIAN CITY HALL        | AP952             | 10/11/08    | 5149    | INTINT | 10 2008 4060 |  |  |       | 1,750.00  |
|      | OTH | MERIDIAN CITY HALL        | AP952             | 10/13/08    | 4594    | KBFAFR | 10 2008 4060 |  |  |       | 1,467.93  |
|      | OTH | MERIDIAN CITY HALL        | AP952             | 10/01/08    | 119270  | TATES  | 10 2008 4060 |  |  |       | 52.99     |
|      | OTH | MERIDIAN CITY HALL        | AP952             | 10/04/08    | 120262  | TATES  | 10 2008 4060 |  |  |       | 69.43     |
|      | OTH | MERIDIAN CITY HALL        | AP952             | 10/08/08    | 121415  | TATES  | 10 2008 4060 |  |  |       | 18.02     |
|      | OTH | MERIDIAN CITY HALL        | AP952             | 10/09/08    | 121778  | TATES  | 10 2008 4060 |  |  |       | 55.12     |
|      | OTH | MERIDIAN CITY HALL        | AP998             | 10/19/08    | 08-857  | ACDS   | 10 2008 4060 |  |  |       | 500.00    |
|      | OTH | MERIDIAN CITY HALL        | AP998             | 10/17/08    | 1341    | COBCON | 10 2008 4060 |  |  |       | 435.00    |
|      | LAB | MOVED FROM 01-890         | JC551             | 09/24/08    | CSC     |        | 9 2008 4030  |  |  | 3.50  | 58.24     |
|      | BRD | MOVED FROM 01-890         | JC551             | 09/24/08    | CSC     |        | 9 2008 4040  |  |  |       | 13.66     |
|      | LAB | MOVED FROM 01-890         | JC551             | 09/24/08    | CSC     |        | 9 2008 4030  |  |  | 6.50  | 108.16    |
|      | BRD | MOVED FROM 01-890         | JC551             | 09/24/08    | CSC     |        | 9 2008 4040  |  |  |       | 25.34     |
|      |     |                           |                   |             |         |        |              |  |  | ----- | -----     |
|      |     |                           |                   |             |         |        |              |  |  | 10.00 | 80,544.95 |

|      |     |                       |               |          |         |        |              |  |  |  |           |
|------|-----|-----------------------|---------------|----------|---------|--------|--------------|--|--|--|-----------|
| COST | 01  | 180                   | LEED Activity |          |         |        |              |  |  |  |           |
|      | OTH | MERIDIAN CITY HALL    | AP022         | 10/24/08 | 0039458 | HOBFAH | 10 2008 4060 |  |  |  | 3,680.90  |
|      | OTH | MERIDIAN CITY HALL    | AP022         | 07/24/08 | 2750-13 | PACHES | 10 2008 4060 |  |  |  | 11,841.64 |
|      | EQP | Petra#129-Daily Usage | AP091         | 10/01/09 | 0910y   | CENLEA | 10 2009 4020 |  |  |  | 31.79     |

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## JOB COST DETAIL-BY LINE ITEM

(job history only)

Report Code: 28.81

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                  |                           |             |                  |        |              |  |  |  |           |
|------|-----|------------------|---------------------------|-------------|------------------|--------|--------------|--|--|--|-----------|
| COST | 01  | 180              | LEED Activity             | (continued) |                  |        |              |  |  |  |           |
|      | EQP |                  | Petra#130-Daily Usage     | AP091       | 10/01/09 0910z   | CENLEA | 10 2009 4020 |  |  |  | 25.32     |
|      | OTH |                  | Meridian City Hall 10/15  | AP119       | 10/15/09 35651   | SIGNOW | 10 2009 4060 |  |  |  | 399.29    |
|      | OTH | 4798531205486279 | VAUGHAN                   | AP149       | 06/10/08 0806XX  | USBANK | 6 2008 4060  |  |  |  | 428.77    |
|      | OTH | 4798531205486279 | VAUGHAN                   | AP149       | 06/10/08 0806XX  | USBANK | 6 2008 4060  |  |  |  | 260.53    |
|      | OTH |                  | MERIDIAN CITY HALL        | AP156       | 06/16/08 2750-12 | PACWES | 6 2008 4060  |  |  |  | 12,533.31 |
|      | OTH |                  | Meridian City Hall        | AP177       | 11/20/08 SB3108  | HOBFAH | 11 2008 4060 |  |  |  | 1,200.00  |
|      | OTH | 4856200208135502 | Jon A.                    | AP196       | 02/01/08 080201x | WFBUS  | 2 2008 4060  |  |  |  | 42.32     |
|      | OTH |                  | Meridian City Hall        | AP249       | 12/03/08 2676    | ACCVID | 12 2008 4060 |  |  |  | 2,385.00  |
|      | OTH |                  | Meridian City Hall        | AP249       | 10/23/08 103     | JOHADA | 12 2008 4060 |  |  |  | 1,380.00  |
|      | OTH |                  | Meridian City Hall        | AP249       | 11/24/08 104     | JOHADA | 12 2008 4060 |  |  |  | 270.00    |
|      | OTH |                  | VOID INV-Acclaimed Video, | AP256       | 12/03/08 2676    | ACCVID | 12 2008 4060 |  |  |  | -2,385.00 |
|      | OTH |                  | MCH                       | AP288       | 06/30/08 038975  | HOBFAH | 7 2008 4060  |  |  |  | 567.13    |
|      | OTH |                  | Meridian City Hall        | AP345       | 11/30/08 SB1933  | HOBFAH | 12 2008 4060 |  |  |  | 320.00    |
|      | OTH |                  | Meridian City Hall        | AP345       | 11/30/08 SB2830  | HOBFAH | 12 2008 4060 |  |  |  | 1,295.00  |
|      | OTH |                  | MERIDIAN CITY HALL        | AP356       | 07/21/08 390401N | HOBFAH | 7 2008 4060  |  |  |  | 734.26    |
|      | OTH | 4798531205486279 | VAUGHN                    | AP358       | 07/09/08 0807XX  | USBANK | 7 2008 4060  |  |  |  | 40.26     |
|      | OTH | 4798531205486279 | VAUGHN                    | AP358       | 07/09/08 0807XX  | USBANK | 7 2008 4060  |  |  |  | 319.02    |
|      | OTH | 4798531205486279 | VAUGHN                    | AP358       | 07/09/08 0807XX  | USBANK | 7 2008 4060  |  |  |  | 31.52     |
|      | OTH |                  | MERIDIAN CITY HALL        | AP363       | 03/07/08 2265    | ALLSIG | 3 2008 4060  |  |  |  | 233.73    |
|      | OTH | 4856200205255238 | Gene B.                   | AP445       | 03/01/08 080301k | WFBUS  | 3 2008 4060  |  |  |  | 300.00    |
|      | OTH |                  | MCH                       | AP464       | 08/04/08 275014  | PACWES | 8 2008 4060  |  |  |  | 13,310.80 |
|      | OTH |                  | Meridian City Hall        | AP469       | 12/03/08 2676A   | ACCVID | 12 2008 4060 |  |  |  | 2,385.00  |
|      | OTH |                  | Meridian City Hall        | AP469       | 12/19/08 2681    | ACCVID | 12 2008 4060 |  |  |  | 2,385.00  |
|      | OTH |                  | MERIDIAN CITY HALL        | AP493       | 07/21/08 100     | JOHADA | 8 2008 4060  |  |  |  | 1,350.00  |
|      | OTH | 4798531205486253 | Jon A                     | AP496       | 03/11/08 080311x | USBANK | 3 2008 4060  |  |  |  | 479.37    |
|      | OTH | 4798531205486253 | Jon A                     | AP496       | 03/11/08 080311x | USBANK | 3 2008 4060  |  |  |  | 118.55    |
|      | OTH | 4798531205486253 | Jon A                     | AP496       | 03/11/08 080311x | USBANK | 3 2008 4060  |  |  |  | 314.06    |
|      | OTH | 4798531205486253 | Jon A                     | AP496       | 03/11/08 080311x | USBANK | 3 2008 4060  |  |  |  | 10.26     |
|      | OTH |                  | MERIDIAN CITY HALL        | AP510       | 08/13/08 058297  | YMC    | 8 2008 4060  |  |  |  | 2,187.84  |
|      | OTH |                  | MERIDIAN CITY HALL        | AP511       | 08/15/08 0039158 | HOBFAH | 8 2008 4060  |  |  |  | 1,501.39  |
|      | OTH |                  | Meridian City Hall        | AP535       | 10/28/08 398     | FELHOU | 1 2009 4060  |  |  |  | 3,375.00  |
|      | OTH |                  | MERIDIAN CITY HALL        | AP554       | 06/04/08 080604  | TRISTA | 8 2008 4060  |  |  |  | 446.99    |
|      | OTH | 4798531205486279 | VAUGHN J                  | AP554       | 08/11/08 0808XX  | USBANK | 8 2008 4060  |  |  |  | 113.54    |
|      | OTH | 4798531205486279 | VAUGHN J                  | AP554       | 08/11/08 0808XX  | USBANK | 8 2008 4060  |  |  |  | 149.07    |
|      | OTH | 4798531205486279 | VAUGHN J                  | AP554       | 08/11/08 0808XX  | USBANK | 8 2008 4060  |  |  |  | 189.33    |
|      | OTH | 4798531205486279 | VAUGHN J                  | AP554       | 08/11/08 0808XX  | USBANK | 8 2008 4060  |  |  |  | 64.62     |
|      | OTH |                  | MERIDIAN CITY HALL        | AP559       | 08/21/08 DFA8    | AMEVAL | 8 2008 4060  |  |  |  | 1,400.00  |
|      | OTH |                  | MERIDIAN CITY HALL        | AP682       | 08/22/08 105819  | TATES  | 9 2008 4060  |  |  |  | 36.57     |
|      | OTH |                  | MERIDIAN CITY HALL        | AP682       | 07/28/08 96517   | TATES  | 9 2008 4060  |  |  |  | 1,112.51  |
|      | OTH | 4798531205483144 | TREPAGNI                  | AP703       | 09/10/08 0809L   | USBANK | 9 2008 4060  |  |  |  | 34.24     |
|      | OTH | 4798531205486279 | VAUGHN                    | AP721       | 09/10/08 0809XX  | USBANK | 9 2008 4060  |  |  |  | 75.00     |
|      | OTH | 4798531205486279 | VAUGHN                    | AP721       | 09/10/08 0809XX  | USBANK | 9 2008 4060  |  |  |  | 22.00     |
|      | OTH |                  | MERIDIAN CITY HALL        | AP728       | 09/04/08 9993565 | SIMGRI | 9 2008 4060  |  |  |  | 1,509.00  |
|      | OTH | 4798531205486253 | JON A.                    | AP733       | 04/09/08 080409X | USBANK | 4 2008 4060  |  |  |  | 63.54     |
|      | OTH |                  | MERIDIAN CITY HALL        | AP750       | 09/22/08 102     | JOHADA | 9 2008 4060  |  |  |  | 990.00    |

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

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|      |     |                  |                           |             |          |         |        |         |      |       |           |
|------|-----|------------------|---------------------------|-------------|----------|---------|--------|---------|------|-------|-----------|
| COST | 01  | 180              | LEED Activity             | (continued) |          |         |        |         |      |       |           |
|      | OTH |                  | MERIDIAN CITY HALL        | AP750       | 09/05/08 | 110665  | TATES  | 9 2008  | 4060 |       | 103.31    |
|      | OTH |                  | MERIDIAN CITY HALL        | AP750       | 08/26/08 | 87992A  | TATES  | 9 2008  | 4060 |       | 354.04    |
|      | OTH |                  | MERIDIAN CITY HALL        | AP751       | 08/22/08 | 101     | JOHADA | 9 2008  | 4060 |       | 1,560.00  |
|      | OTH |                  | MERIDIAN CITY HALL        | AP803       | 09/25/08 | 2750-15 | PACWES | 9 2008  | 4060 |       | 12,950.94 |
|      | OTH | 4798531205486253 | JON A.                    | AP870       | 05/08/08 | 080508X | USBANK | 5 2008  | 4060 |       | 35.74     |
|      | OTH | 4798531205486253 | JON A.                    | AP870       | 05/08/08 | 080508X | USBANK | 5 2008  | 4060 |       | 78.19     |
|      | OTH | 4798531205486253 | JON A.                    | AP870       | 05/08/08 | 080508X | USBANK | 5 2008  | 4060 |       | 100.00    |
|      | OTH | 4798531205486253 | JON A.                    | AP870       | 05/08/08 | 080508X | USBANK | 5 2008  | 4060 |       | 69.12     |
|      | OTH |                  | MERIDIAN CITY HALL        | AP908       | 04/08/08 | 080408  | PACWES | 5 2008  | 4060 |       | 1,125.00  |
|      | OTH |                  | MERIDIAN CITY HALL        | AP908       | 04/14/08 | 080414  | PACWES | 5 2008  | 4060 |       | 750.00    |
|      | OTH |                  | VOID INV-Acclaimed Video, | AP965       | 12/03/08 | 2676A   | ACCVID | 9 2009  | 4060 |       | -2,385.00 |
|      | OTH |                  | VOID INV-Acclaimed Video, | AP965       | 12/19/08 | 2681    | ACCVID | 9 2009  | 4060 |       | -2,385.00 |
|      | OTH | 4856200208135502 | Jon A.                    | AP976       | 01/03/08 | 080103x | WFBUS  | 1 2008  | 4060 |       | 154.92    |
|      | BRD |                  | frm 01-405                | JC214       | 04/01/08 | mjp     |        | 3 2008  | 4040 |       | 28.60     |
|      | LAB |                  | frm 01-405                | JC214       | 04/01/08 | mjp     |        | 3 2008  | 4030 | 8.00  | 176.88    |
|      | LAB |                  | w/e 4/19 frm 01-405       | JC272       | 04/30/08 | mjp     |        | 4 2008  | 4030 | 40.00 | 950.00    |
|      | BRD |                  | w/e 4/19 frm 01-405       | JC272       | 04/30/08 | mjp     |        | 4 2008  | 4040 |       | 216.77    |
|      | LAB |                  | w/e 4/12 frm 01-405       | JC272       | 04/30/08 | mjp     |        | 4 2008  | 4030 | 40.00 | 950.00    |
|      | BRD |                  | w/e 4/12 frm 01-405       | JC272       | 04/30/08 | mjp     |        | 4 2008  | 4040 |       | 216.77    |
|      | LAB |                  | w/e 4/05 frm 01-405       | JC272       | 04/30/08 | mjp     |        | 4 2008  | 4030 | 40.00 | 950.00    |
|      | BRD |                  | w/e 4/05 frm 01-405       | JC272       | 04/30/08 | mjp     |        | 4 2008  | 4040 |       | 216.77    |
|      | LAB |                  | frm 01-405                | JC443       | 07/28/08 | mjp     |        | 7 2008  | 4030 | 25.00 | 594.98    |
|      | BRD |                  | frm 01-405                | JC443       | 07/28/08 | mjp     |        | 7 2008  | 4040 |       | 124.18    |
|      | LAB |                  | frm 01-405                | JC448       | 07/30/08 | mjp     |        | 7 2008  | 4030 | 24.00 | 571.16    |
|      | BRD |                  | frm 01-405                | JC448       | 07/30/08 | mjp     |        | 7 2008  | 4040 |       | 101.76    |
|      | LAB |                  | from 01-405               | JC498       | 08/28/08 | mjp     |        | 8 2008  | 4030 | 25.00 | 594.98    |
|      | BRD |                  | from 01-405               | JC498       | 08/28/08 | mjp     |        | 8 2008  | 4040 |       | 124.19    |
|      | LAB |                  | frm 01-890                | JC537       | 09/24/08 | ma      |        | 9 2008  | 4030 | 23.00 | 299.00    |
|      | BRD |                  | frm 01-890                | JC537       | 09/24/08 | ma      |        | 9 2008  | 4040 |       | 64.79     |
|      | LAB |                  | frm 01-890                | JC537       | 09/24/08 | ma      |        | 9 2008  | 4030 | 6.50  | 108.16    |
|      | BRD |                  | frm 01-890                | JC537       | 09/24/08 | ma      |        | 9 2008  | 4040 |       | 25.34     |
|      | LAB |                  | s/b 01-890                | JC539       | 09/24/08 | ma      |        | 9 2008  | 4030 | -6.50 | -108.16   |
|      | BRD |                  | s/b 01-890                | JC539       | 09/24/08 | ma      |        | 9 2008  | 4040 |       | -25.34    |
|      | BRD |                  | frm 01-430                | JC598       | 10/31/08 | mjp     |        | 10 2008 | 4040 |       | 0.03      |
|      | LAB |                  | Labor                     | JC739       | 12/31/08 | 112908  |        | 12 2008 | 4030 | 20.00 | 475.97    |
|      | BRD |                  | Burden                    | JC739       | 12/31/08 | 112908  |        | 12 2008 | 4040 |       | 95.18     |
|      | LAB |                  | Labor                     | JC739       | 12/31/08 | 120608  |        | 12 2008 | 4030 | 32.00 | 761.55    |
|      | BRD |                  | Burden                    | JC739       | 12/31/08 | 120608  |        | 12 2008 | 4040 |       | 152.30    |
|      | LAB |                  | P/R PE 10/27/07           | PR048       | 10/27/07 |         |        | 11 2007 | 4030 | 4.00  | 123.22    |
|      | BRD |                  | P/R PE 10/27/07           | PR048       | 10/27/07 |         |        | 11 2007 | 4040 |       | 27.06     |
|      | LAB |                  | P/R PE 11/03/07           | PR049       | 11/03/07 |         |        | 11 2007 | 4030 | 2.00  | 61.61     |
|      | BRD |                  | P/R PE 11/03/07           | PR049       | 11/03/07 |         |        | 11 2007 | 4040 |       | 13.54     |
|      | LAB |                  | P/R PE 12/08/07           | PR061       | 12/08/07 |         |        | 12 2007 | 4030 | 3.00  | 103.83    |
|      | BRD |                  | P/R PE 12/08/07           | PR061       | 12/08/07 |         |        | 12 2007 | 4040 |       | 22.81     |
|      | LAB |                  | P/R PE 12/15/07           | PR065       | 12/15/07 |         |        | 12 2007 | 4030 | 9.00  | 281.05    |



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|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

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| COST | 01  | 180 | LEED Activity | (continued) |       |          |    |      |      |        |          |
|------|-----|-----|---------------|-------------|-------|----------|----|------|------|--------|----------|
|      | BRD | P/R | PE            | 12/15/07    | PR065 | 12/15/07 | 12 | 2007 | 4040 |        | 61.78    |
|      | LAB | P/R | PE            | 12/22/07    | PR068 | 12/22/07 | 12 | 2007 | 4030 | 1.00   | 34.61    |
|      | BRD | P/R | PE            | 12/22/07    | PR068 | 12/22/07 | 12 | 2007 | 4040 |        | 7.61     |
|      | LAB | P/R | PE            | 12/29/07    | PR074 | 12/29/07 | 1  | 2008 | 4030 | 4.00   | 108.00   |
|      | BRD | P/R | PE            | 12/29/07    | PR074 | 12/29/07 | 1  | 2008 | 4040 |        | 25.94    |
|      | LAB | P/R | PE            | 01/05/08    | PR077 | 01/05/08 | 1  | 2008 | 4030 | 5.00   | 130.11   |
|      | BRD | P/R | PE            | 01/05/08    | PR077 | 01/05/08 | 1  | 2008 | 4040 |        | 31.25    |
|      | LAB | P/R | PE            | 01/12/08    | PR078 | 01/12/08 | 1  | 2008 | 4030 | 21.00  | 488.76   |
|      | BRD | P/R | PE            | 01/12/08    | PR078 | 01/12/08 | 1  | 2008 | 4040 |        | 115.56   |
|      | LAB | P/R | PE            | 01/19/08    | PR079 | 01/19/08 | 1  | 2008 | 4030 | 20.00  | 466.65   |
|      | BRD | P/R | PE            | 01/19/08    | PR079 | 01/19/08 | 1  | 2008 | 4040 |        | 110.33   |
|      | LAB | P/R | PE            | 01/26/08    | PR081 | 01/26/08 | 2  | 2008 | 4030 | 2.00   | 44.22    |
|      | BRD | P/R | PE            | 01/26/08    | PR081 | 01/26/08 | 2  | 2008 | 4040 |        | 10.45    |
|      | LAB | P/R | PE            | 02/02/08    | PR082 | 02/02/08 | 2  | 2008 | 4030 | 23.00  | 523.20   |
|      | BRD | P/R | PE            | 02/02/08    | PR082 | 02/02/08 | 2  | 2008 | 4040 |        | 123.69   |
|      | LAB | P/R | PE            | 02/09/08    | PR083 | 02/09/08 | 2  | 2008 | 4030 | 41.00  | 953.79   |
|      | BRD | P/R | PE            | 02/09/08    | PR083 | 02/09/08 | 2  | 2008 | 4040 |        | 224.47   |
|      | LAB | P/R | PE            | 02/16/08    | PR085 | 02/16/08 | 2  | 2008 | 4030 | 54.00  | 1,305.34 |
|      | BRD | P/R | PE            | 02/16/08    | PR085 | 02/16/08 | 2  | 2008 | 4040 |        | 291.24   |
|      | LAB | P/R | PE            | 02/16/08    | PR086 | 02/16/08 | 2  | 2008 | 4030 | -5.00  | -173.05  |
|      | BRD | P/R | PE            | 02/16/08    | PR086 | 02/16/08 | 2  | 2008 | 4040 |        | -39.53   |
|      | LAB | P/R | PE            | 02/16/08    | PR090 | 02/16/08 | 2  | 2008 | 4030 | -39.00 | -862.29  |
|      | BRD | P/R | PE            | 02/16/08    | PR090 | 02/16/08 | 2  | 2008 | 4040 |        | -190.05  |
|      | LAB | P/R | PE            | 02/16/08    | PR094 | 02/16/08 | 2  | 2008 | 4030 | -10.00 | -270.00  |
|      | BRD | P/R | PE            | 02/16/08    | PR094 | 02/16/08 | 2  | 2008 | 4040 |        | -61.66   |
|      | LAB | P/R | PE            | 02/16/08    | PR095 | 02/16/08 | 2  | 2008 | 4030 | 54.00  | 1,305.34 |
|      | BRD | P/R | PE            | 02/16/08    | PR095 | 02/16/08 | 2  | 2008 | 4040 |        | 291.24   |
|      | LAB | P/R | PE            | 02/23/08    | PR096 | 02/23/08 | 2  | 2008 | 4030 | 48.00  | 1,161.28 |
|      | BRD | P/R | PE            | 02/23/08    | PR096 | 02/23/08 | 2  | 2008 | 4040 |        | 257.63   |
|      | LAB | P/R | PE            | 03/01/08    | PR097 | 03/01/08 | 3  | 2008 | 4030 | 42.00  | 977.52   |
|      | BRD | P/R | PE            | 03/01/08    | PR097 | 03/01/08 | 3  | 2008 | 4040 |        | 223.26   |
|      | LAB | P/R | PE            | 03/08/08    | PR098 | 03/08/08 | 3  | 2008 | 4030 | 52.00  | 1,238.84 |
|      | BRD | P/R | PE            | 03/08/08    | PR098 | 03/08/08 | 3  | 2008 | 4040 |        | 269.92   |
|      | LAB | P/R | PE            | 03/15/08    | PR099 | 03/15/08 | 3  | 2008 | 4030 | 49.00  | 1,142.62 |
|      | BRD | P/R | PE            | 03/15/08    | PR099 | 03/15/08 | 3  | 2008 | 4040 |        | 247.93   |
|      | LAB | P/R | PE            | 03/22/08    | PR100 | 03/22/08 | 3  | 2008 | 4030 | 45.00  | 1,061.79 |
|      | BRD | P/R | PE            | 03/22/08    | PR100 | 03/22/08 | 3  | 2008 | 4040 |        | 229.51   |
|      | LAB | P/R | PE            | 03/29/08    | PR101 | 03/29/08 | 4  | 2008 | 4030 | 25.00  | 615.40   |
|      | BRD | P/R | PE            | 03/29/08    | PR101 | 03/29/08 | 4  | 2008 | 4040 |        | 140.49   |
|      | LAB | P/R | PE            | 04/05/08    | PR105 | 04/05/08 | 4  | 2008 | 4030 | 12.00  | 352.80   |
|      | BRD | P/R | PE            | 04/05/08    | PR105 | 04/05/08 | 4  | 2008 | 4040 |        | 80.53    |
|      | LAB | P/R | PE            | 04/12/08    | PR107 | 04/12/08 | 4  | 2008 | 4030 | 10.00  | 296.64   |
|      | BRD | P/R | PE            | 04/12/08    | PR107 | 04/12/08 | 4  | 2008 | 4040 |        | 67.73    |
|      | LAB | P/R | PE            | 04/19/08    | PR108 | 04/19/08 | 4  | 2008 | 4030 | 9.00   | 252.72   |
|      | BRD | P/R | PE            | 04/19/08    | PR108 | 04/19/08 | 4  | 2008 | 4040 |        | 57.70    |

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|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

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|      |     |     |               |             |       |          |    |      |      |        |          |
|------|-----|-----|---------------|-------------|-------|----------|----|------|------|--------|----------|
| COST | 01  | 180 | LEED Activity | (continued) |       |          |    |      |      |        |          |
|      | LAB | P/R | PE            | 04/26/08    | PR109 | 04/26/08 | 5  | 2008 | 4030 | 49.00  | 1,202.72 |
|      | BRD | P/R | PE            | 04/26/08    | PR109 | 04/26/08 | 5  | 2008 | 4040 |        | 261.30   |
|      | LAB | P/R | PE            | 05/03/08    | PR111 | 05/03/08 | 5  | 2008 | 4030 | 52.00  | 1,286.96 |
|      | BRD | P/R | PE            | 05/03/08    | PR111 | 05/03/08 | 5  | 2008 | 4040 |        | 280.52   |
|      | LAB | P/R | PE            | 05/10/08    | PR112 | 05/10/08 | 5  | 2008 | 4030 | 54.00  | 1,343.12 |
|      | BRD | P/R | PE            | 05/10/08    | PR112 | 05/10/08 | 5  | 2008 | 4040 |        | 293.34   |
|      | LAB | P/R | PE            | 05/17/08    | PR113 | 05/17/08 | 5  | 2008 | 4030 | 90.00  | 1,670.80 |
|      | BRD | P/R | PE            | 05/17/08    | PR113 | 05/17/08 | 5  | 2008 | 4040 |        | 358.91   |
|      | LAB | P/R | PE            | 05/24/08    | PR118 | 05/24/08 | 5  | 2008 | 4030 | 83.00  | 1,525.48 |
|      | BRD | P/R | PE            | 05/24/08    | PR118 | 05/24/08 | 5  | 2008 | 4040 |        | 298.02   |
|      | LAB | P/R | PE            | 05/31/08    | PR119 | 05/31/08 | 6  | 2008 | 4030 | 76.00  | 1,448.96 |
|      | BRD | P/R | PE            | 05/31/08    | PR119 | 05/31/08 | 6  | 2008 | 4040 |        | 283.31   |
|      | LAB | P/R | PE            | 06/07/08    | PR120 | 06/07/08 | 6  | 2008 | 4030 | 81.50  | 1,528.42 |
|      | BRD | P/R | PE            | 06/07/08    | PR120 | 06/07/08 | 6  | 2008 | 4040 |        | 297.11   |
|      | LAB | P/R | PE            | 06/14/08    | PR122 | 06/14/08 | 6  | 2008 | 4030 | 102.00 | 1,989.36 |
|      | BRD | P/R | PE            | 06/14/08    | PR122 | 06/14/08 | 6  | 2008 | 4040 |        | 391.11   |
|      | LAB | P/R | PE            | 06/21/08    | PR123 | 06/21/08 | 6  | 2008 | 4030 | 85.00  | 1,616.52 |
|      | BRD | P/R | PE            | 06/21/08    | PR123 | 06/21/08 | 6  | 2008 | 4040 |        | 310.55   |
|      | LAB | P/R | PE            | 06/28/08    | PR124 | 06/28/08 | 7  | 2008 | 4030 | 63.00  | 1,093.22 |
|      | BRD | P/R | PE            | 06/28/08    | PR124 | 06/28/08 | 7  | 2008 | 4040 |        | 215.02   |
|      | LAB | P/R | PE            | 07/05/08    | PR126 | 07/05/08 | 7  | 2008 | 4030 | 66.00  | 1,400.55 |
|      | BRD | P/R | PE            | 07/05/08    | PR126 | 07/05/08 | 7  | 2008 | 4040 |        | 272.85   |
|      | LAB | P/R | PE            | 07/12/08    | PR127 | 07/12/08 | 7  | 2008 | 4030 | 109.00 | 2,253.37 |
|      | BRD | P/R | PE            | 07/12/08    | PR127 | 07/12/08 | 7  | 2008 | 4040 |        | 429.54   |
|      | LAB | P/R | PE            | 07/19/08    | PR128 | 07/19/08 | 7  | 2008 | 4030 | 70.00  | 1,453.20 |
|      | BRD | P/R | PE            | 07/19/08    | PR128 | 07/19/08 | 7  | 2008 | 4040 |        | 286.09   |
|      | LAB | P/R | PE            | 07/26/08    | PR130 | 07/26/08 | 8  | 2008 | 4030 | 56.00  | 889.28   |
|      | BRD | P/R | PE            | 07/26/08    | PR130 | 07/26/08 | 8  | 2008 | 4040 |        | 171.79   |
|      | LAB | P/R | PE            | 08/02/08    | PR131 | 08/02/08 | 8  | 2008 | 4030 | 105.00 | 2,158.18 |
|      | BRD | P/R | PE            | 08/02/08    | PR131 | 08/02/08 | 8  | 2008 | 4040 |        | 430.75   |
|      | LAB | P/R | PE            | 08/09/08    | PR132 | 08/09/08 | 8  | 2008 | 4030 | 110.25 | 2,264.43 |
|      | BRD | P/R | PE            | 08/09/08    | PR132 | 08/09/08 | 8  | 2008 | 4040 |        | 460.00   |
|      | LAB | P/R | PE            | 08/16/08    | PR133 | 08/16/08 | 8  | 2008 | 4030 | 110.00 | 2,439.13 |
|      | BRD | P/R | PE            | 08/16/08    | PR133 | 08/16/08 | 8  | 2008 | 4040 |        | 496.44   |
|      | LAB | P/R | PE            | 08/23/08    | PR134 | 08/23/08 | 8  | 2008 | 4030 | 105.00 | 2,238.18 |
|      | BRD | P/R | PE            | 08/23/08    | PR134 | 08/23/08 | 8  | 2008 | 4040 |        | 456.31   |
|      | LAB | P/R | PE            | 08/30/08    | PR135 | 08/30/08 | 9  | 2008 | 4030 | 65.00  | 1,718.18 |
|      | BRD | P/R | PE            | 08/30/08    | PR135 | 08/30/08 | 9  | 2008 | 4040 |        | 343.62   |
|      | LAB | P/R | PE            | 09/06/08    | PR136 | 09/06/08 | 9  | 2008 | 4030 | 75.00  | 1,662.75 |
|      | BRD | P/R | PE            | 09/06/08    | PR136 | 09/06/08 | 9  | 2008 | 4040 |        | 337.77   |
|      | LAB | P/R | PE            | 09/13/08    | PR138 | 09/13/08 | 9  | 2008 | 4030 | 89.50  | 2,025.89 |
|      | BRD | P/R | PE            | 09/13/08    | PR138 | 09/13/08 | 9  | 2008 | 4040 |        | 410.08   |
|      | LAB | P/R | PE            | 09/20/08    | PR140 | 09/20/08 | 9  | 2008 | 4030 | 94.50  | 2,112.49 |
|      | BRD | P/R | PE            | 09/20/08    | PR140 | 09/20/08 | 9  | 2008 | 4040 |        | 428.65   |
|      | LAB | P/R | PE            | 09/27/08    | PR142 | 09/27/08 | 10 | 2008 | 4030 | 61.00  | 1,203.35 |

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

| COST | 01  | 180 | LEED Activity | (continued) |       |          |    |      |      |        |          |
|------|-----|-----|---------------|-------------|-------|----------|----|------|------|--------|----------|
|      | BRD | P/R | PE            | 09/27/08    | PR142 | 09/27/08 | 10 | 2008 | 4040 |        | 245.65   |
|      | LAB | P/R | PE            | 10/04/08    | PR143 | 10/04/08 | 10 | 2008 | 4030 | 139.50 | 3,430.25 |
|      | BRD | P/R | PE            | 10/04/08    | PR143 | 10/04/08 | 10 | 2008 | 4040 |        | 690.65   |
|      | LAB | P/R | PE            | 10/11/08    | PR149 | 10/11/08 | 10 | 2008 | 4030 | 100.50 | 2,287.66 |
|      | BRD | P/R | PE            | 10/11/08    | PR149 | 10/11/08 | 10 | 2008 | 4040 |        | 463.04   |
|      | LAB | P/R | PE            | 10/18/08    | PR151 | 10/18/08 | 10 | 2008 | 4030 | 97.00  | 2,242.16 |
|      | BRD | P/R | PE            | 10/18/08    | PR151 | 10/18/08 | 10 | 2008 | 4040 |        | 453.17   |
|      | LAB | P/R | PE            | 10/25/08    | PR152 | 10/25/08 | 10 | 2008 | 4030 | 87.00  | 1,993.38 |
|      | BRD | P/R | PE            | 10/25/08    | PR152 | 10/25/08 | 10 | 2008 | 4040 |        | 403.66   |
|      | LAB | P/R | PE            | 11/01/08    | PR156 | 11/01/08 | 11 | 2008 | 4030 | 65.00  | 1,354.40 |
|      | BRD | P/R | PE            | 11/01/08    | PR156 | 11/01/08 | 11 | 2008 | 4040 |        | 275.46   |
|      | LAB | P/R | PE            | 11/08/08    | PR158 | 11/08/08 | 11 | 2008 | 4030 | 57.00  | 1,129.76 |
|      | BRD | P/R | PE            | 11/08/08    | PR158 | 11/08/08 | 11 | 2008 | 4040 |        | 230.51   |
|      | LAB | P/R | PE            | 11/15/08    | PR162 | 11/15/08 | 11 | 2008 | 4030 | 61.00  | 1,224.95 |
|      | BRD | P/R | PE            | 11/15/08    | PR162 | 11/15/08 | 11 | 2008 | 4040 |        | 248.66   |
|      | LAB | P/R | PE            | 11/22/08    | PR164 | 11/22/08 | 11 | 2008 | 4030 | 58.00  | 1,121.16 |
|      | BRD | P/R | PE            | 11/22/08    | PR164 | 11/22/08 | 11 | 2008 | 4040 |        | 229.44   |
|      | LAB | P/R | PE            | 11/29/08    | PR165 | 11/29/08 | 12 | 2008 | 4030 | 21.50  | 279.50   |
|      | BRD | P/R | PE            | 11/29/08    | PR165 | 11/29/08 | 12 | 2008 | 4040 |        | 60.57    |
|      | LAB | P/R | PE            | 12/06/08    | PR167 | 12/06/08 | 12 | 2008 | 4030 | 38.00  | 494.00   |
|      | BRD | P/R | PE            | 12/06/08    | PR167 | 12/06/08 | 12 | 2008 | 4040 |        | 107.07   |
|      | LAB | P/R | PE            | 12/13/08    | PR168 | 12/13/08 | 12 | 2008 | 4030 | 32.00  | 761.55   |
|      | BRD | P/R | PE            | 12/13/08    | PR168 | 12/13/08 | 12 | 2008 | 4040 |        | 152.30   |
|      | LAB | P/R | PE            | 12/20/08    | PR172 | 12/20/08 | 12 | 2008 | 4030 | 32.00  | 761.55   |
|      | BRD | P/R | PE            | 12/20/08    | PR172 | 12/20/08 | 12 | 2008 | 4040 |        | 152.30   |
|      | LAB | P/R | PE            | 12/27/08    | PR174 | 12/27/08 | 1  | 2009 | 4030 | 8.00   | 190.39   |
|      | BRD | P/R | PE            | 12/27/08    | PR174 | 12/27/08 | 1  | 2009 | 4040 |        | 41.35    |
|      | LAB | P/R | PE            | 01/03/09    | PR175 | 01/03/09 | 1  | 2009 | 4030 | 23.00  | 547.39   |
|      | BRD | P/R | PE            | 01/03/09    | PR175 | 01/03/09 | 1  | 2009 | 4040 |        | 122.02   |
|      | LAB | P/R | PE            | 01/10/09    | PR176 | 01/10/09 | 1  | 2009 | 4030 | 25.00  | 594.98   |
|      | BRD | P/R | PE            | 01/10/09    | PR176 | 01/10/09 | 1  | 2009 | 4040 |        | 132.63   |
|      | LAB | P/R | PE            | 01/17/09    | PR177 | 01/17/09 | 1  | 2009 | 4030 | 27.00  | 642.59   |
|      | BRD | P/R | PE            | 01/17/09    | PR177 | 01/17/09 | 1  | 2009 | 4040 |        | 143.22   |
|      | LAB | P/R | PE            | 01/24/09    | PR178 | 01/24/09 | 1  | 2009 | 4030 | 27.00  | 642.59   |
|      | BRD | P/R | PE            | 01/24/09    | PR178 | 01/24/09 | 1  | 2009 | 4040 |        | 143.22   |
|      | LAB | P/R | PE            | 01/31/09    | PR180 | 01/31/09 | 2  | 2009 | 4030 | 25.00  | 595.00   |
|      | BRD | P/R | PE            | 01/31/09    | PR180 | 01/31/09 | 2  | 2009 | 4040 |        | 132.60   |
|      | LAB | P/R | PE            | 02/07/09    | PR181 | 02/07/09 | 2  | 2009 | 4030 | 6.00   | 142.80   |
|      | BRD | P/R | PE            | 02/07/09    | PR181 | 02/07/09 | 2  | 2009 | 4040 |        | 31.70    |
|      | LAB | P/R | PE            | 02/14/09    | PR182 | 02/14/09 | 2  | 2009 | 4030 | 15.00  | 357.00   |
|      | BRD | P/R | PE            | 02/14/09    | PR182 | 02/14/09 | 2  | 2009 | 4040 |        | 76.73    |
|      | LAB | P/R | PE            | 02/21/09    | PR183 | 02/21/09 | 2  | 2009 | 4030 | 15.00  | 357.00   |
|      | BRD | P/R | PE            | 02/21/09    | PR183 | 02/21/09 | 2  | 2009 | 4040 |        | 76.73    |
|      | LAB | P/R | PE            | 02/28/09    | PR187 | 02/28/09 | 3  | 2009 | 4030 | 26.00  | 618.79   |
|      | BRD | P/R | PE            | 02/28/09    | PR187 | 02/28/09 | 3  | 2009 | 4040 |        | 132.96   |

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Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16

Period Range: Job To-Date

## JOB COST DETAIL-BY LINE ITEM

(job history only)

Report Code: 28.81

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |     |               |             |       |          |    |      |      |          |            |
|------|-----|-----|---------------|-------------|-------|----------|----|------|------|----------|------------|
| COST | 01  | 180 | LEED Activity | (continued) |       |          |    |      |      |          |            |
|      | LAB | P/R | PE            | 03/07/09    | PR204 | 03/07/09 | 3  | 2009 | 4030 | 24.00    | 571.20     |
|      | BRD | P/R | PE            | 03/07/09    | PR204 | 03/07/09 | 3  | 2009 | 4040 |          | 122.72     |
|      | LAB | P/R | PE            | 03/14/09    | PR205 | 03/14/09 | 3  | 2009 | 4030 | 31.00    | 737.78     |
|      | BRD | P/R | PE            | 03/14/09    | PR205 | 03/14/09 | 3  | 2009 | 4040 |          | 158.53     |
|      | LAB | P/R | PE            | 11/07/09    | PR256 | 11/07/09 | 11 | 2009 | 4030 | 4.00     | 85.68      |
|      | BRD | P/R | PE            | 11/07/09    | PR256 | 11/07/09 | 11 | 2009 | 4040 |          | 15.64      |
|      |     |     |               |             |       |          |    |      |      | -----    | -----      |
|      |     |     |               |             |       |          |    |      |      | 3,654.25 | 178,343.68 |

|      |     |                    |                  |       |          |         |        |    |      |      |        |
|------|-----|--------------------|------------------|-------|----------|---------|--------|----|------|------|--------|
| COST | 01  | 200                | Project Meetings |       |          |         |        |    |      |      |        |
|      | OTH | 4856200208135502   | Jon A            | AP028 | 09/04/07 | 070904x | WFBUS  | 9  | 2007 | 4060 | 18.33  |
|      | OTH | MERIDIAN CITY HALL |                  | AP108 | 01/30/08 | 27073   | ALPGRA | 2  | 2008 | 4060 | 71.87  |
|      | OTH | MERIDIAN CITY HALL |                  | AP108 | 01/31/08 | 27086   | ALPGRA | 2  | 2008 | 4060 | 239.56 |
|      | OTH | 4798531205483201   | BENNETT          | AP149 | 06/10/08 | 080610K | USBANK | 6  | 2008 | 4060 | 23.46  |
|      | OTH | 4798531205486279   | VAUGHAN          | AP149 | 06/10/08 | 0806XX  | USBANK | 6  | 2008 | 4060 | 8.44   |
|      | OTH | 4798531205486279   | VAUGHAN          | AP149 | 06/10/08 | 0806XX  | USBANK | 6  | 2008 | 4060 | 32.23  |
|      | OTH | 4798531205494869   | Barb C.          | AP182 | 11/01/08 | 0811bb  | USBANK | 11 | 2008 | 4060 | 15.66  |
|      | OTH | 4798531205483201   | Gene B.          | AP182 | 11/01/08 | 0811k   | USBANK | 11 | 2008 | 4060 | 182.85 |
|      | OTH | 4798531205483201   | Gene B.          | AP182 | 11/01/08 | 0811k   | USBANK | 11 | 2008 | 4060 | 45.34  |
|      | OTH | 4856200205255238   | Gene B           | AP202 | 05/02/07 | 070502k | WFBUS  | 5  | 2007 | 4060 | 24.14  |
|      | OTH | 4856200208520497   | Wes              | AP202 | 05/02/07 | 0705jj  | WFBUS  | 5  | 2007 | 4060 | 24.14  |
|      | OTH | 4856200208135502   | Jon A.           | AP229 | 10/03/07 | 071003x | WFBUS  | 10 | 2007 | 4060 | 24.61  |
|      | OTH | 4798531205485909   | Tom              | AP325 | 12/01/08 | 0812z   | USBANK | 12 | 2008 | 4060 | 55.99  |
|      | OTH | 4856200208135502   | Jon A            | AP386 | 06/01/07 | 070601x | WFBUS  | 6  | 2007 | 4060 | 14.10  |
|      | OTH | 4856200208135502   | Jon A            | AP437 | 11/01/07 | 071101x | WFBUS  | 11 | 2007 | 4060 | 40.00  |
|      | OTH | 4856200208520497   | Wes              | AP437 | 11/01/07 | 0711jj  | WFBUS  | 11 | 2007 | 4060 | 19.66  |
|      | OTH | 4856200208520497   | Wes              | AP437 | 11/01/07 | 0711jj  | WFBUS  | 11 | 2007 | 4060 | 11.00  |
|      | OTH | 4856200205255238   | Gene B.          | AP445 | 03/01/08 | 080301k | WFBUS  | 3  | 2008 | 4060 | 13.77  |
|      | OTH | 4798531205486253   | Jon A            | AP496 | 03/11/08 | 080311x | USBANK | 3  | 2008 | 4060 | 46.25  |
|      | OTH | 4856200208520497   | Wes              | AP617 | 07/23/07 | 0707jj  | WFBUS  | 7  | 2007 | 4060 | 34.23  |
|      | OTH | 4856200208135502   | Jon A.           | AP669 | 12/03/07 | 071203x | WFBUS  | 12 | 2007 | 4060 | 19.75  |
|      | OTH | 4856200208520497   | Wes              | AP669 | 12/03/07 | 0712jj  | WFBUS  | 12 | 2007 | 4060 | 53.00  |
|      | OTH | 4798531205485917   | CHILD P.         | AP703 | 09/10/08 | 0809AA  | USBANK | 9  | 2008 | 4060 | 13.00  |
|      | OTH | 4798531205486279   | VAUGHN           | AP721 | 09/10/08 | 0809XX  | USBANK | 9  | 2008 | 4060 | 100.00 |
|      | OTH | 4798531205483201   | GENE B           | AP733 | 04/09/08 | 080409K | USBANK | 4  | 2008 | 4060 | 73.69  |
|      | OTH | 4798531205483201   | GENE B           | AP733 | 04/09/08 | 080409K | USBANK | 4  | 2008 | 4060 | 53.10  |
|      | OTH | 4798531205483177   | SCOTT T.         | AP733 | 04/09/08 | 080409L | USBANK | 4  | 2008 | 4060 | 11.18  |
|      | OTH | 4856200208135502   | Jon A.           | AP804 | 08/01/07 | 070801x | WFBUS  | 8  | 2007 | 4060 | 11.60  |
|      | OTH | 4856200208520497   | Wes              | AP804 | 08/01/07 | 0708jj  | WFBUS  | 8  | 2007 | 4060 | 99.00  |
|      | OTH | 4798531205483201   | GENE B.          | AP892 | 05/08/08 | 080508K | USBANK | 5  | 2008 | 4060 | 88.06  |
|      | OTH | 4798531205485917   | P Child          | AP942 | 10/09/08 | 0810AA  | USBANK | 10 | 2008 | 4060 | 27.00  |
|      | OTH | 4798531205485917   | P Child          | AP942 | 10/09/08 | 0810AA  | USBANK | 10 | 2008 | 4060 | 30.00  |
|      | OTH | 4798531205486279   | J Vaughn         | AP942 | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 | 145.00 |
|      | OTH | 4798531205486279   | J Vaughn         | AP942 | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 | 125.53 |
|      | OTH | 4798531205486279   | J Vaughn         | AP942 | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 | 97.56  |
|      | OTH | 4798531205486279   | J Vaughn         | AP942 | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 | 70.50  |

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                          |  |                  |                        |       |             |  |  |  |        |
|------|-----|--------------------------|--|------------------|------------------------|-------|-------------|--|--|--|--------|
| COST | 01  | 200                      |  | Project Meetings | (continued)            |       |             |  |  |  |        |
|      | OTH | 4856200205258238         |  | Gene B.          | AP976 01/03/08 080103k | WFBUS | 1 2008 4060 |  |  |  | 11.71  |
|      | OTH | 4856200208135502         |  | Jon A.           | AP976 01/03/08 080103x | WFBUS | 1 2008 5080 |  |  |  | 54.11  |
|      | OTH | 4856200205255238         |  | Gene B.          | AP997 04/02/07 070402k | WFBUS | 4 2007 4060 |  |  |  | 44.41  |
|      | OTH | 4856200205255238         |  | Gene B.          | AP997 04/02/07 070402k | WFBUS | 4 2007 4060 |  |  |  | 12.15  |
|      | OTH | 4856200208465826         |  | Becky            | AP997 04/02/07 0704dd  | WFBUS | 4 2007 4060 |  |  |  | 26.65  |
|      | OTH | Correction G/L 5080AP976 |  |                  | JC079 01/28/08         |       | 1 2008 4060 |  |  |  | 54.11  |
|      | OTH | Correction G/L 5080AP976 |  |                  | JC079 01/28/08         |       | 1 2008 5080 |  |  |  | -54.11 |

2,112.63

|      |     |                     |  |                       |  |  |              |  |  |        |          |
|------|-----|---------------------|--|-----------------------|--|--|--------------|--|--|--------|----------|
| COST | 01  | 405                 |  | Project Engineer      |  |  |              |  |  |        |          |
|      | LAB | s/b 01-180          |  | JC214 04/01/08 mjp    |  |  | 3 2008 4030  |  |  | -8.00  | -176.88  |
|      | BRD | s/b 01-180          |  | JC214 04/01/08 mjp    |  |  | 3 2008 4040  |  |  |        | -28.60   |
|      | LAB | w/e 4/05 s/b 01-180 |  | JC272 04/30/08 mjp    |  |  | 4 2008 4030  |  |  | -40.00 | -950.00  |
|      | BRD | w/e 4/05 s/b 01-180 |  | JC272 04/30/08 mjp    |  |  | 4 2008 4040  |  |  |        | -216.77  |
|      | LAB | w/e 4/12 s/b 01-180 |  | JC272 04/30/08 mjp    |  |  | 4 2008 4030  |  |  | -40.00 | -950.00  |
|      | BRD | w/e 4/12 s/b 01-180 |  | JC272 04/30/08 mjp    |  |  | 4 2008 4040  |  |  |        | -216.77  |
|      | LAB | w/e 4/19 s/b 01-180 |  | JC272 04/30/08 mjp    |  |  | 4 2008 4030  |  |  | -40.00 | -950.00  |
|      | BRD | w/e 4/19 s/b 01-180 |  | JC272 04/30/08 mjp    |  |  | 4 2008 4040  |  |  |        | -216.77  |
|      | LAB | s/b 01-180          |  | JC443 07/28/08 mjp    |  |  | 7 2008 4030  |  |  | -25.00 | -594.98  |
|      | BRD | s/b 01-180          |  | JC443 07/28/08 mjp    |  |  | 7 2008 4040  |  |  |        | -124.18  |
|      | LAB | s/b 01-180          |  | JC448 07/30/08 mjp    |  |  | 7 2008 4030  |  |  | -24.00 | -571.16  |
|      | BRD | s/b 01-180          |  | JC448 07/30/08 mjp    |  |  | 7 2008 4040  |  |  |        | -101.76  |
|      | LAB | s/b 01-180          |  | JC498 08/28/08 mjp    |  |  | 8 2008 4030  |  |  | -25.00 | -594.98  |
|      | BRD | s/b 01-180          |  | JC498 08/28/08 mjp    |  |  | 8 2008 4040  |  |  |        | -124.19  |
|      | LAB | Project Engineer    |  | JC739 12/31/08 112908 |  |  | 12 2008 4030 |  |  | -20.00 | -475.97  |
|      | BRD | Burden              |  | JC739 12/31/08 112908 |  |  | 12 2008 4040 |  |  |        | -95.18   |
|      | LAB | Labor               |  | JC739 12/31/08 120608 |  |  | 12 2008 4030 |  |  | -32.00 | -761.55  |
|      | BRD | Burden              |  | JC739 12/31/08 120608 |  |  | 12 2008 4040 |  |  |        | -152.30  |
|      | LAB | P/R PE 06/23/07     |  | PR002 06/23/07        |  |  | 6 2007 4030  |  |  | 37.00  | 747.03   |
|      | BRD | P/R PE 06/23/07     |  | PR002 06/23/07        |  |  | 6 2007 4040  |  |  |        | 163.21   |
|      | LAB | P/R PE 06/30/07     |  | PR004 06/30/07        |  |  | 7 2007 4030  |  |  | 40.00  | 807.60   |
|      | BRD | P/R PE 06/30/07     |  | PR004 06/30/07        |  |  | 7 2007 4040  |  |  |        | 177.38   |
|      | LAB | P/R PE 07/07/07     |  | PR006 07/07/07        |  |  | 7 2007 4030  |  |  | 64.00  | 1,897.92 |
|      | BRD | P/R PE 07/07/07     |  | PR006 07/07/07        |  |  | 7 2007 4040  |  |  |        | 433.37   |
|      | LAB | P/R PE 07/14/07     |  | PR009 07/14/07        |  |  | 7 2007 4030  |  |  | 40.00  | 807.60   |
|      | BRD | P/R PE 07/14/07     |  | PR009 07/14/07        |  |  | 7 2007 4040  |  |  |        | 177.38   |
|      | LAB | P/R PE 07/21/07     |  | PR014 07/21/07        |  |  | 7 2007 4030  |  |  | 36.00  | 843.96   |
|      | BRD | P/R PE 07/21/07     |  | PR014 07/21/07        |  |  | 7 2007 4040  |  |  |        | 185.88   |
|      | LAB | P/R PE 07/28/07     |  | PR019 07/28/07        |  |  | 8 2007 4030  |  |  | 40.00  | 884.40   |
|      | BRD | P/R PE 07/28/07     |  | PR019 07/28/07        |  |  | 8 2007 4040  |  |  |        | 195.36   |
|      | LAB | P/R PE 08/04/07     |  | PR020 08/04/07        |  |  | 8 2007 4030  |  |  | 34.00  | 751.74   |
|      | BRD | P/R PE 08/04/07     |  | PR020 08/04/07        |  |  | 8 2007 4040  |  |  |        | 164.32   |
|      | LAB | P/R PE 08/11/07     |  | PR022 08/11/07        |  |  | 8 2007 4030  |  |  | 35.00  | 773.85   |
|      | BRD | P/R PE 08/11/07     |  | PR022 08/11/07        |  |  | 8 2007 4040  |  |  |        | 169.49   |
|      | LAB | P/R PE 08/18/07     |  | PR027 08/18/07        |  |  | 8 2007 4030  |  |  | 28.00  | 619.08   |

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |     |    |                  |                |    |           |  |       |  |        |
|------|-----|-----|----|------------------|----------------|----|-----------|--|-------|--|--------|
| COST | 01  | 405 |    | Project Engineer | (continued)    |    |           |  |       |  |        |
|      | BRD | P/R | PE | 08/18/07         | PR027 08/18/07 | 8  | 2007 4040 |  |       |  | 133.27 |
|      | LAB | P/R | PE | 08/25/07         | PR032 08/25/07 | 8  | 2007 4030 |  | 27.00 |  | 596.97 |
|      | BRD | P/R | PE | 08/25/07         | PR032 08/25/07 | 8  | 2007 4040 |  |       |  | 128.11 |
|      | LAB | P/R | PE | 09/01/07         | PR033 09/01/07 | 9  | 2007 4030 |  | 19.00 |  | 420.09 |
|      | BRD | P/R | PE | 09/01/07         | PR033 09/01/07 | 9  | 2007 4040 |  |       |  | 86.73  |
|      | LAB | P/R | PE | 09/08/07         | PR036 09/08/07 | 9  | 2007 4030 |  | 23.00 |  | 508.53 |
|      | BRD | P/R | PE | 09/08/07         | PR036 09/08/07 | 9  | 2007 4040 |  |       |  | 107.40 |
|      | LAB | P/R | PE | 09/15/07         | PR037 09/15/07 | 9  | 2007 4030 |  | 28.00 |  | 619.08 |
|      | BRD | P/R | PE | 09/15/07         | PR037 09/15/07 | 9  | 2007 4040 |  |       |  | 133.26 |
|      | LAB | P/R | PE | 09/22/07         | PR039 09/22/07 | 9  | 2007 4030 |  | 29.00 |  | 641.19 |
|      | BRD | P/R | PE | 09/22/07         | PR039 09/22/07 | 9  | 2007 4040 |  |       |  | 138.44 |
|      | LAB | P/R | PE | 09/29/07         | PR042 09/29/07 | 10 | 2007 4030 |  | 28.00 |  | 619.08 |
|      | BRD | P/R | PE | 09/29/07         | PR042 09/29/07 | 10 | 2007 4040 |  |       |  | 128.80 |
|      | LAB | P/R | PE | 10/06/07         | PR043 10/06/07 | 10 | 2007 4030 |  | 28.00 |  | 619.08 |
|      | BRD | P/R | PE | 10/06/07         | PR043 10/06/07 | 10 | 2007 4040 |  |       |  | 126.59 |
|      | LAB | P/R | PE | 10/13/07         | PR046 10/13/07 | 10 | 2007 4030 |  | 24.00 |  | 530.64 |
|      | BRD | P/R | PE | 10/13/07         | PR046 10/13/07 | 10 | 2007 4040 |  |       |  | 107.01 |
|      | LAB | P/R | PE | 10/20/07         | PR047 10/20/07 | 10 | 2007 4030 |  | 21.00 |  | 464.31 |
|      | BRD | P/R | PE | 10/20/07         | PR047 10/20/07 | 10 | 2007 4040 |  |       |  | 92.31  |
|      | LAB | P/R | PE | 10/27/07         | PR048 10/27/07 | 11 | 2007 4030 |  | 19.00 |  | 420.09 |
|      | BRD | P/R | PE | 10/27/07         | PR048 10/27/07 | 11 | 2007 4040 |  |       |  | 82.52  |
|      | LAB | P/R | PE | 11/03/07         | PR049 11/03/07 | 11 | 2007 4030 |  | 20.00 |  | 442.20 |
|      | BRD | P/R | PE | 11/03/07         | PR049 11/03/07 | 11 | 2007 4040 |  |       |  | 85.60  |
|      | LAB | P/R | PE | 11/10/07         | PR050 11/10/07 | 11 | 2007 4030 |  | 20.00 |  | 442.20 |
|      | BRD | P/R | PE | 11/10/07         | PR050 11/10/07 | 11 | 2007 4040 |  |       |  | 85.60  |
|      | LAB | P/R | PE | 11/17/07         | PR052 11/17/07 | 11 | 2007 4030 |  | 23.00 |  | 508.53 |
|      | BRD | P/R | PE | 11/17/07         | PR052 11/17/07 | 11 | 2007 4040 |  |       |  | 100.29 |
|      | LAB | P/R | PE | 11/24/07         | PR055 11/24/07 | 11 | 2007 4030 |  | 12.00 |  | 265.32 |
|      | BRD | P/R | PE | 11/24/07         | PR055 11/24/07 | 11 | 2007 4040 |  |       |  | 46.40  |
|      | LAB | P/R | PE | 12/01/07         | PR058 12/01/07 | 12 | 2007 4030 |  | 26.00 |  | 574.86 |
|      | BRD | P/R | PE | 12/01/07         | PR058 12/01/07 | 12 | 2007 4040 |  |       |  | 114.98 |
|      | LAB | P/R | PE | 12/08/07         | PR061 12/08/07 | 12 | 2007 4030 |  | 32.00 |  | 707.52 |
|      | BRD | P/R | PE | 12/08/07         | PR061 12/08/07 | 12 | 2007 4040 |  |       |  | 144.35 |
|      | LAB | P/R | PE | 12/15/07         | PR065 12/15/07 | 12 | 2007 4030 |  | 33.00 |  | 729.63 |
|      | BRD | P/R | PE | 12/15/07         | PR065 12/15/07 | 12 | 2007 4040 |  |       |  | 149.26 |
|      | LAB | P/R | PE | 12/22/07         | PR068 12/22/07 | 12 | 2007 4030 |  | 33.00 |  | 729.63 |
|      | BRD | P/R | PE | 12/22/07         | PR068 12/22/07 | 12 | 2007 4040 |  |       |  | 149.26 |
|      | LAB | P/R | PE | 12/29/07         | PR074 12/29/07 | 1  | 2008 4030 |  | 14.00 |  | 309.54 |
|      | BRD | P/R | PE | 12/29/07         | PR074 12/29/07 | 1  | 2008 4040 |  |       |  | 60.59  |
|      | LAB | P/R | PE | 01/05/08         | PR077 01/05/08 | 1  | 2008 4030 |  | 12.00 |  | 265.32 |
|      | BRD | P/R | PE | 01/05/08         | PR077 01/05/08 | 1  | 2008 4040 |  |       |  | 49.88  |
|      | LAB | P/R | PE | 01/12/08         | PR078 01/12/08 | 1  | 2008 4030 |  | 15.00 |  | 331.65 |
|      | BRD | P/R | PE | 01/12/08         | PR078 01/12/08 | 1  | 2008 4040 |  |       |  | 65.07  |
|      | LAB | P/R | PE | 01/19/08         | PR079 01/19/08 | 1  | 2008 4030 |  | 11.00 |  | 243.21 |
|      | BRD | P/R | PE | 01/19/08         | PR079 01/19/08 | 1  | 2008 4040 |  |       |  | 43.98  |

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|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

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COST 01 405 Project Engineer (continued)

|     |     |    |          |       |          |    |           |  |  |       |          |
|-----|-----|----|----------|-------|----------|----|-----------|--|--|-------|----------|
| LAB | P/R | PE | 01/26/08 | PR081 | 01/26/08 | 2  | 2008 4030 |  |  | 38.00 | 840.18   |
| BRD | P/R | PE | 01/26/08 | PR081 | 01/26/08 | 2  | 2008 4040 |  |  |       | 196.04   |
| LAB | P/R | PE | 02/02/08 | PR082 | 02/02/08 | 2  | 2008 4030 |  |  | 20.00 | 442.20   |
| BRD | P/R | PE | 02/02/08 | PR082 | 02/02/08 | 2  | 2008 4040 |  |  |       | 95.97    |
| LAB | P/R | PE | 02/09/08 | PR083 | 02/09/08 | 2  | 2008 4030 |  |  | 2.00  | 44.22    |
| BRD | P/R | PE | 02/09/08 | PR083 | 02/09/08 | 2  | 2008 4040 |  |  |       | -4.12    |
| LAB | P/R | PE | 02/16/08 | PR085 | 02/16/08 | 2  | 2008 4030 |  |  | 1.00  | 22.11    |
| BRD | P/R | PE | 02/16/08 | PR085 | 02/16/08 | 2  | 2008 4040 |  |  |       | 5.55     |
| LAB | P/R | PE | 02/16/08 | PR090 | 02/16/08 | 2  | 2008 4030 |  |  | -1.00 | -22.11   |
| BRD | P/R | PE | 02/16/08 | PR090 | 02/16/08 | 2  | 2008 4040 |  |  |       | -5.55    |
| LAB | P/R | PE | 02/16/08 | PR095 | 02/16/08 | 2  | 2008 4030 |  |  | 1.00  | 22.11    |
| BRD | P/R | PE | 02/16/08 | PR095 | 02/16/08 | 2  | 2008 4040 |  |  |       | 5.55     |
| LAB | P/R | PE | 03/01/08 | PR097 | 03/01/08 | 3  | 2008 4030 |  |  | 8.00  | 176.88   |
| BRD | P/R | PE | 03/01/08 | PR097 | 03/01/08 | 3  | 2008 4040 |  |  |       | 28.60    |
| LAB | P/R | PE | 03/29/08 | PR101 | 03/29/08 | 4  | 2008 4030 |  |  | 20.00 | 475.00   |
| BRD | P/R | PE | 03/29/08 | PR101 | 03/29/08 | 4  | 2008 4040 |  |  |       | 101.13   |
| LAB | P/R | PE | 04/05/08 | PR105 | 04/05/08 | 4  | 2008 4030 |  |  | 40.00 | 950.00   |
| BRD | P/R | PE | 04/05/08 | PR105 | 04/05/08 | 4  | 2008 4040 |  |  |       | 216.77   |
| LAB | P/R | PE | 04/12/08 | PR107 | 04/12/08 | 4  | 2008 4030 |  |  | 40.00 | 950.00   |
| BRD | P/R | PE | 04/12/08 | PR107 | 04/12/08 | 4  | 2008 4040 |  |  |       | 216.77   |
| LAB | P/R | PE | 04/19/08 | PR108 | 04/19/08 | 4  | 2008 4030 |  |  | 40.00 | 950.00   |
| BRD | P/R | PE | 04/19/08 | PR108 | 04/19/08 | 4  | 2008 4040 |  |  |       | 216.77   |
| LAB | P/R | PE | 04/26/08 | PR109 | 04/26/08 | 5  | 2008 4030 |  |  | 20.00 | 524.80   |
| BRD | P/R | PE | 04/26/08 | PR109 | 04/26/08 | 5  | 2008 4040 |  |  |       | 118.18   |
| LAB | P/R | PE | 05/03/08 | PR111 | 05/03/08 | 5  | 2008 4030 |  |  | 40.00 | 1,049.60 |
| BRD | P/R | PE | 05/03/08 | PR111 | 05/03/08 | 5  | 2008 4040 |  |  |       | 249.77   |
| LAB | P/R | PE | 06/28/08 | PR124 | 06/28/08 | 7  | 2008 4030 |  |  | 24.00 | 571.16   |
| BRD | P/R | PE | 06/28/08 | PR124 | 06/28/08 | 7  | 2008 4040 |  |  |       | 101.76   |
| LAB | P/R | PE | 07/05/08 | PR126 | 07/05/08 | 7  | 2008 4030 |  |  | 32.00 | 839.68   |
| BRD | P/R | PE | 07/05/08 | PR126 | 07/05/08 | 7  | 2008 4040 |  |  |       | 175.22   |
| LAB | P/R | PE | 07/19/08 | PR128 | 07/19/08 | 7  | 2008 4030 |  |  | 25.00 | 594.98   |
| BRD | P/R | PE | 07/19/08 | PR128 | 07/19/08 | 7  | 2008 4040 |  |  |       | 124.18   |
| LAB | P/R | PE | 07/26/08 | PR130 | 07/26/08 | 8  | 2008 4030 |  |  | 25.00 | 594.98   |
| BRD | P/R | PE | 07/26/08 | PR130 | 07/26/08 | 8  | 2008 4040 |  |  |       | 124.19   |
| LAB | P/R | PE | 11/01/08 | PR156 | 11/01/08 | 11 | 2008 4030 |  |  | 2.00  | 46.14    |
| BRD | P/R | PE | 11/01/08 | PR156 | 11/01/08 | 11 | 2008 4040 |  |  |       | 9.22     |
| LAB | P/R | PE | 11/15/08 | PR162 | 11/15/08 | 11 | 2008 4030 |  |  | 2.00  | 46.14    |
| BRD | P/R | PE | 11/15/08 | PR162 | 11/15/08 | 11 | 2008 4040 |  |  |       | 9.22     |
| LAB | P/R | PE | 11/29/08 | PR165 | 11/29/08 | 12 | 2008 4030 |  |  | 20.00 | 475.97   |
| BRD | P/R | PE | 11/29/08 | PR165 | 11/29/08 | 12 | 2008 4040 |  |  |       | 95.18    |
| LAB | P/R | PE | 12/06/08 | PR167 | 12/06/08 | 12 | 2008 4030 |  |  | 32.00 | 761.55   |
| BRD | P/R | PE | 12/06/08 | PR167 | 12/06/08 | 12 | 2008 4040 |  |  |       | 152.30   |
| LAB | P/R | PE | 08/05/06 | PR902 | 08/05/06 | 8  | 2006 4030 |  |  | 0.25  | 3.88     |
| BRD | P/R | PE | 08/05/06 | PR902 | 08/05/06 | 8  | 2006 4040 |  |  |       | 0.71     |
| LAB | P/R | PE | 08/12/06 | PR903 | 08/12/06 | 8  | 2006 4030 |  |  |       | 0.19     |

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|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

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|      |     |     |    |                  |                |    |           |  |       |  |          |
|------|-----|-----|----|------------------|----------------|----|-----------|--|-------|--|----------|
| COST | 01  | 405 |    | Project Engineer | (continued)    |    |           |  |       |  |          |
|      | BRD | P/R | PE | 08/12/06         | PR903 08/12/06 | 8  | 2006 4040 |  |       |  | 0.05     |
|      | LAB | P/R | PE | 08/19/06         | PR904 08/19/06 | 8  | 2006 4030 |  | 2.00  |  | 40.38    |
|      | BRD | P/R | PE | 08/19/06         | PR904 08/19/06 | 8  | 2006 4040 |  |       |  | 9.92     |
|      | LAB | P/R | PE | 09/23/06         | PR909 09/23/06 | 9  | 2006 4030 |  | 3.00  |  | 60.57    |
|      | BRD | P/R | PE | 09/23/06         | PR909 09/23/06 | 9  | 2006 4040 |  |       |  | 14.40    |
|      | LAB | P/R | PE | 09/30/06         | PR910 09/30/06 | 10 | 2006 4030 |  | 4.00  |  | 80.76    |
|      | BRD | P/R | PE | 09/30/06         | PR910 09/30/06 | 10 | 2006 4040 |  |       |  | 19.21    |
|      | LAB | P/R | PE | 10/28/06         | PR915 10/28/06 | 11 | 2006 4030 |  | 6.00  |  | 121.14   |
|      | BRD | P/R | PE | 10/28/06         | PR915 10/28/06 | 11 | 2006 4040 |  |       |  | 28.81    |
|      | LAB | P/R | PE | 11/04/06         | PR917 11/04/06 | 11 | 2006 4030 |  | 4.00  |  | 80.76    |
|      | BRD | P/R | PE | 11/04/06         | PR917 11/04/06 | 11 | 2006 4040 |  |       |  | 19.20    |
|      | LAB | P/R | PE | 11/11/06         | PR918 11/11/06 | 11 | 2006 4030 |  | 12.00 |  | 242.28   |
|      | BRD | P/R | PE | 11/11/06         | PR918 11/11/06 | 11 | 2006 4040 |  |       |  | 57.58    |
|      | LAB | P/R | PE | 11/18/06         | PR919 11/18/06 | 11 | 2006 4030 |  | 12.00 |  | 242.28   |
|      | BRD | P/R | PE | 11/18/06         | PR919 11/18/06 | 11 | 2006 4040 |  |       |  | 57.58    |
|      | LAB | P/R | PE | 11/25/06         | PR921 11/25/06 | 12 | 2006 4030 |  | 8.00  |  | 161.52   |
|      | BRD | P/R | PE | 11/25/06         | PR921 11/25/06 | 12 | 2006 4040 |  |       |  | 38.41    |
|      | LAB | P/R | PE | 12/16/06         | PR926 12/16/06 | 12 | 2006 4030 |  | 1.00  |  | 20.19    |
|      | BRD | P/R | PE | 12/16/06         | PR926 12/16/06 | 12 | 2006 4040 |  |       |  | 4.79     |
|      | LAB | P/R | PE | 01/13/07         | PR940 01/13/07 | 1  | 2007 4030 |  | 11.00 |  | 282.92   |
|      | BRD | P/R | PE | 01/13/07         | PR940 01/13/07 | 1  | 2007 4040 |  |       |  | 68.02    |
|      | LAB | P/R | PE | 01/20/07         | PR943 01/20/07 | 1  | 2007 4030 |  | 34.00 |  | 819.18   |
|      | BRD | P/R | PE | 01/20/07         | PR943 01/20/07 | 1  | 2007 4040 |  |       |  | 197.34   |
|      | LAB | P/R | PE | 02/03/07         | PR946 02/03/07 | 2  | 2007 4030 |  | 30.00 |  | 701.04   |
|      | BRD | P/R | PE | 02/03/07         | PR946 02/03/07 | 2  | 2007 4040 |  |       |  | 158.39   |
|      | LAB | P/R | PE | 02/10/07         | PR948 02/10/07 | 2  | 2007 4030 |  | 15.00 |  | 302.85   |
|      | BRD | P/R | PE | 02/10/07         | PR948 02/10/07 | 2  | 2007 4040 |  |       |  | 73.38    |
|      | LAB | P/R | PE | 02/17/07         | PR953 02/17/07 | 2  | 2007 4030 |  | 4.00  |  | 80.76    |
|      | BRD | P/R | PE | 02/17/07         | PR953 02/17/07 | 2  | 2007 4040 |  |       |  | 19.58    |
|      | LAB | P/R | PE | 02/24/07         | PR956 02/24/07 | 3  | 2007 4030 |  | 6.00  |  | 121.14   |
|      | BRD | P/R | PE | 02/24/07         | PR956 02/24/07 | 3  | 2007 4040 |  |       |  | 29.36    |
|      | LAB | P/R | PE | 03/03/07         | PR960 03/03/07 | 3  | 2007 4030 |  | 34.00 |  | 734.56   |
|      | BRD | P/R | PE | 03/03/07         | PR960 03/03/07 | 3  | 2007 4040 |  |       |  | 172.95   |
|      | LAB | P/R | PE | 03/10/07         | PR961 03/10/07 | 3  | 2007 4030 |  | 51.00 |  | 1,162.41 |
|      | BRD | P/R | PE | 03/10/07         | PR961 03/10/07 | 3  | 2007 4040 |  |       |  | 271.24   |
|      | LAB | P/R | PE | 03/17/07         | PR964 03/17/07 | 3  | 2007 4030 |  | 35.00 |  | 706.65   |
|      | BRD | P/R | PE | 03/17/07         | PR964 03/17/07 | 3  | 2007 4040 |  |       |  | 165.61   |
|      | LAB | P/R | PE | 03/24/07         | PR965 03/24/07 | 3  | 2007 4030 |  | 29.00 |  | 585.51   |
|      | BRD | P/R | PE | 03/24/07         | PR965 03/24/07 | 3  | 2007 4040 |  |       |  | 137.23   |
|      | LAB | P/R | PE | 03/31/07         | PR970 03/31/07 | 4  | 2007 4030 |  | 23.00 |  | 464.37   |
|      | BRD | P/R | PE | 03/31/07         | PR970 03/31/07 | 4  | 2007 4040 |  |       |  | 108.84   |
|      | LAB | P/R | PE | 04/07/07         | PR972 04/07/07 | 4  | 2007 4030 |  | 29.00 |  | 585.51   |
|      | BRD | P/R | PE | 04/07/07         | PR972 04/07/07 | 4  | 2007 4040 |  |       |  | 137.20   |
|      | LAB | P/R | PE | 04/14/07         | PR973 04/14/07 | 4  | 2007 4030 |  | 27.00 |  | 545.13   |
|      | BRD | P/R | PE | 04/14/07         | PR973 04/14/07 | 4  | 2007 4040 |  |       |  | 127.77   |



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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

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COST 01 405 Project Engineer (continued)

|     |     |    |          |       |          |  |             |  |  |       |        |
|-----|-----|----|----------|-------|----------|--|-------------|--|--|-------|--------|
| LAB | P/R | PE | 04/21/07 | PR974 | 04/21/07 |  | 4 2007 4030 |  |  | 23.00 | 464.37 |
| BRD | P/R | PE | 04/21/07 | PR974 | 04/21/07 |  | 4 2007 4040 |  |  |       | 108.82 |
| LAB | P/R | PE | 04/28/07 | PR978 | 04/28/07 |  | 5 2007 4030 |  |  | 18.00 | 363.42 |
| BRD | P/R | PE | 04/28/07 | PR978 | 04/28/07 |  | 5 2007 4040 |  |  |       | 85.04  |
| LAB | P/R | PE | 05/05/07 | PR979 | 05/05/07 |  | 5 2007 4030 |  |  | 17.00 | 343.23 |
| BRD | P/R | PE | 05/05/07 | PR979 | 05/05/07 |  | 5 2007 4040 |  |  |       | 68.73  |
| LAB | P/R | PE | 05/12/07 | PR982 | 05/12/07 |  | 5 2007 4030 |  |  | 14.00 | 282.66 |
| BRD | P/R | PE | 05/12/07 | PR982 | 05/12/07 |  | 5 2007 4040 |  |  |       | 66.13  |
| LAB | P/R | PE | 05/19/07 | PR983 | 05/19/07 |  | 5 2007 4030 |  |  | 23.00 | 464.37 |
| BRD | P/R | PE | 05/19/07 | PR983 | 05/19/07 |  | 5 2007 4040 |  |  |       | 108.66 |
| LAB | P/R | PE | 05/26/07 | PR993 | 05/26/07 |  | 6 2007 4030 |  |  | 34.00 | 686.46 |
| BRD | P/R | PE | 05/26/07 | PR993 | 05/26/07 |  | 6 2007 4040 |  |  |       | 160.61 |
| LAB | P/R | PE | 06/02/07 | PR994 | 06/02/07 |  | 6 2007 4030 |  |  | 38.00 | 767.22 |
| BRD | P/R | PE | 06/02/07 | PR994 | 06/02/07 |  | 6 2007 4040 |  |  |       | 167.94 |
| LAB | P/R | PE | 06/09/07 | PR996 | 06/09/07 |  | 6 2007 4030 |  |  | 39.00 | 787.41 |
| BRD | P/R | PE | 06/09/07 | PR996 | 06/09/07 |  | 6 2007 4040 |  |  |       | 172.66 |
| LAB | P/R | PE | 06/16/07 | PR998 | 06/16/07 |  | 6 2007 4030 |  |  | 36.00 | 726.84 |
| BRD | P/R | PE | 06/16/07 | PR998 | 06/16/07 |  | 6 2007 4040 |  |  |       | 158.45 |

1,650.25 44,480.76

COST 01 410 Project Manager

|     |     |    |          |       |          |  |             |  |  |       |          |
|-----|-----|----|----------|-------|----------|--|-------------|--|--|-------|----------|
| LAB | P/R | PE | 06/23/07 | PR002 | 06/23/07 |  | 6 2007 4030 |  |  | 38.50 | 1,571.76 |
| BRD | P/R | PE | 06/23/07 | PR002 | 06/23/07 |  | 6 2007 4040 |  |  |       | 368.84   |
| LAB | P/R | PE | 06/30/07 | PR004 | 06/30/07 |  | 7 2007 4030 |  |  | 44.00 | 1,786.92 |
| BRD | P/R | PE | 06/30/07 | PR004 | 06/30/07 |  | 7 2007 4040 |  |  |       | 419.33   |
| LAB | P/R | PE | 07/14/07 | PR009 | 07/14/07 |  | 7 2007 4030 |  |  | 42.00 | 1,675.86 |
| BRD | P/R | PE | 07/14/07 | PR009 | 07/14/07 |  | 7 2007 4040 |  |  |       | 393.28   |
| LAB | P/R | PE | 07/21/07 | PR014 | 07/21/07 |  | 7 2007 4030 |  |  | 38.00 | 1,519.38 |
| BRD | P/R | PE | 07/21/07 | PR014 | 07/21/07 |  | 7 2007 4040 |  |  |       | 356.55   |
| LAB | P/R | PE | 07/28/07 | PR019 | 07/28/07 |  | 8 2007 4030 |  |  | 40.00 | 1,564.80 |
| BRD | P/R | PE | 07/28/07 | PR019 | 07/28/07 |  | 8 2007 4040 |  |  |       | 367.21   |
| LAB | P/R | PE | 08/04/07 | PR020 | 08/04/07 |  | 8 2007 4030 |  |  | 41.00 | 1,620.33 |
| BRD | P/R | PE | 08/04/07 | PR020 | 08/04/07 |  | 8 2007 4040 |  |  |       | 380.24   |
| LAB | P/R | PE | 08/11/07 | PR022 | 08/11/07 |  | 8 2007 4030 |  |  | 49.00 | 2,064.57 |
| BRD | P/R | PE | 08/11/07 | PR022 | 08/11/07 |  | 8 2007 4040 |  |  |       | 484.50   |
| LAB | P/R | PE | 08/18/07 | PR027 | 08/18/07 |  | 8 2007 4030 |  |  | 30.00 | 1,397.52 |
| BRD | P/R | PE | 08/18/07 | PR027 | 08/18/07 |  | 8 2007 4040 |  |  |       | 327.95   |
| LAB | P/R | PE | 08/25/07 | PR032 | 08/25/07 |  | 8 2007 4030 |  |  | 34.00 | 1,376.84 |
| BRD | P/R | PE | 08/25/07 | PR032 | 08/25/07 |  | 8 2007 4040 |  |  |       | 323.10   |
| LAB | P/R | PE | 09/01/07 | PR033 | 09/01/07 |  | 9 2007 4030 |  |  | 43.50 | 1,888.76 |
| BRD | P/R | PE | 09/01/07 | PR033 | 09/01/07 |  | 9 2007 4040 |  |  |       | 443.24   |
| LAB | P/R | PE | 09/08/07 | PR036 | 09/08/07 |  | 9 2007 4030 |  |  | 34.00 | 1,376.84 |
| BRD | P/R | PE | 09/08/07 | PR036 | 09/08/07 |  | 9 2007 4040 |  |  |       | 323.10   |
| LAB | P/R | PE | 09/15/07 | PR037 | 09/15/07 |  | 9 2007 4030 |  |  | 25.50 | 1,067.70 |
| BRD | P/R | PE | 09/15/07 | PR037 | 09/15/07 |  | 9 2007 4040 |  |  |       | 250.56   |

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|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

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|      |     |     |    |                 |                |  |              |  |  |       |          |
|------|-----|-----|----|-----------------|----------------|--|--------------|--|--|-------|----------|
| COST | 01  | 410 |    | Project Manager | (continued)    |  |              |  |  |       |          |
|      | LAB | P/R | PE | 09/22/07        | PR039 09/22/07 |  | 9 2007 4030  |  |  | 43.00 | 1,752.30 |
|      | BRD | P/R | PE | 09/22/07        | PR039 09/22/07 |  | 9 2007 4040  |  |  |       | 400.30   |
|      | LAB | P/R | PE | 09/29/07        | PR042 09/29/07 |  | 10 2007 4030 |  |  | 40.00 | 1,564.80 |
|      | BRD | P/R | PE | 09/29/07        | PR042 09/29/07 |  | 10 2007 4040 |  |  |       | 367.21   |
|      | LAB | P/R | PE | 10/06/07        | PR043 10/06/07 |  | 10 2007 4030 |  |  | 3.00  | 187.50   |
|      | BRD | P/R | PE | 10/06/07        | PR043 10/06/07 |  | 10 2007 4040 |  |  |       | 32.38    |
|      | LAB | P/R | PE | 10/13/07        | PR046 10/13/07 |  | 10 2007 4030 |  |  | 44.00 | 1,814.80 |
|      | BRD | P/R | PE | 10/13/07        | PR046 10/13/07 |  | 10 2007 4040 |  |  |       | 410.38   |
|      | LAB | P/R | PE | 10/20/07        | PR047 10/20/07 |  | 10 2007 4030 |  |  | 42.00 | 1,689.80 |
|      | BRD | P/R | PE | 10/20/07        | PR047 10/20/07 |  | 10 2007 4040 |  |  |       | 388.79   |
|      | LAB | P/R | PE | 10/27/07        | PR048 10/27/07 |  | 11 2007 4030 |  |  | 41.00 | 1,627.30 |
|      | BRD | P/R | PE | 10/27/07        | PR048 10/27/07 |  | 11 2007 4040 |  |  |       | 378.01   |
|      | LAB | P/R | PE | 11/03/07        | PR049 11/03/07 |  | 11 2007 4030 |  |  | 44.00 | 1,814.80 |
|      | BRD | P/R | PE | 11/03/07        | PR049 11/03/07 |  | 11 2007 4040 |  |  |       | 410.38   |
|      | LAB | P/R | PE | 11/10/07        | PR050 11/10/07 |  | 11 2007 4030 |  |  | 44.00 | 1,814.80 |
|      | BRD | P/R | PE | 11/10/07        | PR050 11/10/07 |  | 11 2007 4040 |  |  |       | 410.38   |
|      | LAB | P/R | PE | 11/17/07        | PR052 11/17/07 |  | 11 2007 4030 |  |  | 40.00 | 1,564.80 |
|      | BRD | P/R | PE | 11/17/07        | PR052 11/17/07 |  | 11 2007 4040 |  |  |       | 367.21   |
|      | LAB | P/R | PE | 11/24/07        | PR055 11/24/07 |  | 11 2007 4030 |  |  | 27.00 | 1,126.38 |
|      | BRD | P/R | PE | 11/24/07        | PR055 11/24/07 |  | 11 2007 4040 |  |  |       | 252.70   |
|      | LAB | P/R | PE | 12/01/07        | PR058 12/01/07 |  | 12 2007 4030 |  |  | 55.00 | 2,735.08 |
|      | BRD | P/R | PE | 12/01/07        | PR058 12/01/07 |  | 12 2007 4040 |  |  |       | 548.69   |
|      | LAB | P/R | PE | 12/08/07        | PR061 12/08/07 |  | 12 2007 4030 |  |  | 25.00 | 1,277.88 |
|      | BRD | P/R | PE | 12/08/07        | PR061 12/08/07 |  | 12 2007 4040 |  |  |       | 264.48   |
|      | LAB | P/R | PE | 12/15/07        | PR065 12/15/07 |  | 12 2007 4030 |  |  | 36.00 | 1,965.38 |
|      | BRD | P/R | PE | 12/15/07        | PR065 12/15/07 |  | 12 2007 4040 |  |  |       | 383.18   |
|      | LAB | P/R | PE | 12/22/07        | PR068 12/22/07 |  | 12 2007 4030 |  |  | 32.00 | 1,786.53 |
|      | BRD | P/R | PE | 12/22/07        | PR068 12/22/07 |  | 12 2007 4040 |  |  |       | 341.37   |
|      | LAB | P/R | PE | 12/29/07        | PR074 12/29/07 |  | 1 2008 4030  |  |  | 8.00  | 357.68   |
|      | BRD | P/R | PE | 12/29/07        | PR074 12/29/07 |  | 1 2008 4040  |  |  |       | 86.55    |
|      | LAB | P/R | PE | 01/05/08        | PR077 01/05/08 |  | 1 2008 4030  |  |  | 32.00 | 1,715.36 |
|      | BRD | P/R | PE | 01/05/08        | PR077 01/05/08 |  | 1 2008 4040  |  |  |       | 428.18   |
|      | LAB | P/R | PE | 01/12/08        | PR078 01/12/08 |  | 1 2008 4030  |  |  | 20.00 | 965.36   |
|      | BRD | P/R | PE | 01/12/08        | PR078 01/12/08 |  | 1 2008 4040  |  |  |       | 232.96   |
|      | LAB | P/R | PE | 01/19/08        | PR079 01/19/08 |  | 1 2008 4030  |  |  | 6.00  | 375.00   |
|      | BRD | P/R | PE | 01/19/08        | PR079 01/19/08 |  | 1 2008 4040  |  |  |       | 91.29    |
|      | LAB | P/R | PE | 01/26/08        | PR081 01/26/08 |  | 2 2008 4030  |  |  | 20.00 | 1,036.52 |
|      | BRD | P/R | PE | 01/26/08        | PR081 01/26/08 |  | 2 2008 4040  |  |  |       | 245.26   |
|      | LAB | P/R | PE | 02/02/08        | PR082 02/02/08 |  | 2 2008 4030  |  |  | 12.00 | 607.68   |
|      | BRD | P/R | PE | 02/02/08        | PR082 02/02/08 |  | 2 2008 4040  |  |  |       | 143.24   |
|      | LAB | P/R | PE | 02/09/08        | PR083 02/09/08 |  | 2 2008 4030  |  |  | 19.00 | 902.86   |
|      | BRD | P/R | PE | 02/09/08        | PR083 02/09/08 |  | 2 2008 4040  |  |  |       | 210.42   |
|      | LAB | P/R | PE | 02/16/08        | PR085 02/16/08 |  | 2 2008 4030  |  |  | 23.00 | 1,081.71 |
|      | BRD | P/R | PE | 02/16/08        | PR085 02/16/08 |  | 2 2008 4040  |  |  |       | 251.59   |
|      | LAB | P/R | PE | 02/16/08        | PR086 02/16/08 |  | 2 2008 4030  |  |  | -3.00 | -187.50  |

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|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

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|      |     |     |    |                 |             |          |             |  |  |        |          |
|------|-----|-----|----|-----------------|-------------|----------|-------------|--|--|--------|----------|
| COST | 01  | 410 |    | Project Manager | (continued) |          |             |  |  |        |          |
|      | BRD | P/R | PE | 02/16/08        | PR086       | 02/16/08 | 2 2008 4040 |  |  |        | -45.65   |
|      | LAB | P/R | PE | 02/16/08        | PR088       | 02/16/08 | 2 2008 4030 |  |  | -20.00 | -894.21  |
|      | BRD | P/R | PE | 02/16/08        | PR088       | 02/16/08 | 2 2008 4040 |  |  |        | -205.94  |
|      | LAB | P/R | PE | 02/16/08        | PR095       | 02/16/08 | 2 2008 4030 |  |  | 28.00  | 1,394.21 |
|      | BRD | P/R | PE | 02/16/08        | PR095       | 02/16/08 | 2 2008 4040 |  |  |        | 327.64   |
|      | LAB | P/R | PE | 02/23/08        | PR096       | 02/23/08 | 2 2008 4030 |  |  | 22.00  | 1,090.37 |
|      | BRD | P/R | PE | 02/23/08        | PR096       | 02/23/08 | 2 2008 4040 |  |  |        | 256.03   |
|      | LAB | P/R | PE | 03/01/08        | PR097       | 03/01/08 | 3 2008 4030 |  |  | 20.00  | 894.20   |
|      | BRD | P/R | PE | 03/01/08        | PR097       | 03/01/08 | 3 2008 4040 |  |  |        | 205.96   |
|      | LAB | P/R | PE | 03/08/08        | PR098       | 03/08/08 | 3 2008 4030 |  |  | 16.00  | 857.68   |
|      | BRD | P/R | PE | 03/08/08        | PR098       | 03/08/08 | 3 2008 4040 |  |  |        | 204.07   |
|      | LAB | P/R | PE | 03/15/08        | PR099       | 03/15/08 | 3 2008 4030 |  |  | 40.00  | 2,001.91 |
|      | BRD | P/R | PE | 03/15/08        | PR099       | 03/15/08 | 3 2008 4040 |  |  |        | 470.86   |
|      | LAB | P/R | PE | 03/22/08        | PR100       | 03/22/08 | 3 2008 4030 |  |  | 28.00  | 1,323.06 |
|      | BRD | P/R | PE | 03/22/08        | PR100       | 03/22/08 | 3 2008 4040 |  |  |        | 305.88   |
|      | LAB | P/R | PE | 03/29/08        | PR101       | 03/29/08 | 4 2008 4030 |  |  | 36.00  | 1,823.07 |
|      | BRD | P/R | PE | 03/29/08        | PR101       | 03/29/08 | 4 2008 4040 |  |  |        | 423.08   |
|      | LAB | P/R | PE | 04/05/08        | PR105       | 04/05/08 | 4 2008 4030 |  |  | 38.00  | 1,876.91 |
|      | BRD | P/R | PE | 04/05/08        | PR105       | 04/05/08 | 4 2008 4040 |  |  |        | 434.94   |
|      | LAB | P/R | PE | 04/12/08        | PR107       | 04/12/08 | 4 2008 4030 |  |  | 44.00  | 2,251.91 |
|      | BRD | P/R | PE | 04/12/08        | PR107       | 04/12/08 | 4 2008 4040 |  |  |        | 522.95   |
|      | LAB | P/R | PE | 04/19/08        | PR108       | 04/19/08 | 4 2008 4030 |  |  | 36.00  | 1,823.06 |
|      | BRD | P/R | PE | 04/19/08        | PR108       | 04/19/08 | 4 2008 4040 |  |  |        | 423.10   |
|      | LAB | P/R | PE | 04/26/08        | PR109       | 04/26/08 | 5 2008 4030 |  |  | 40.00  | 2,073.06 |
|      | BRD | P/R | PE | 04/26/08        | PR109       | 04/26/08 | 5 2008 4040 |  |  |        | 469.96   |
|      | LAB | P/R | PE | 05/03/08        | PR111       | 05/03/08 | 5 2008 4030 |  |  | 27.00  | 1,331.71 |
|      | BRD | P/R | PE | 05/03/08        | PR111       | 05/03/08 | 5 2008 4040 |  |  |        | 298.97   |
|      | LAB | P/R | PE | 05/10/08        | PR112       | 05/10/08 | 5 2008 4030 |  |  | 40.00  | 2,001.91 |
|      | BRD | P/R | PE | 05/10/08        | PR112       | 05/10/08 | 5 2008 4040 |  |  |        | 450.26   |
|      | LAB | P/R | PE | 05/17/08        | PR113       | 05/17/08 | 5 2008 4030 |  |  | 42.00  | 2,055.75 |
|      | BRD | P/R | PE | 05/17/08        | PR113       | 05/17/08 | 5 2008 4040 |  |  |        | 403.08   |
|      | LAB | P/R | PE | 05/24/08        | PR118       | 05/24/08 | 5 2008 4030 |  |  | 32.00  | 1,573.06 |
|      | BRD | P/R | PE | 05/24/08        | PR118       | 05/24/08 | 5 2008 4040 |  |  |        | 314.55   |
|      | LAB | P/R | PE | 05/31/08        | PR119       | 05/31/08 | 6 2008 4030 |  |  | 36.00  | 1,823.06 |
|      | BRD | P/R | PE | 05/31/08        | PR119       | 05/31/08 | 6 2008 4040 |  |  |        | 364.56   |
|      | LAB | P/R | PE | 06/07/08        | PR120       | 06/07/08 | 6 2008 4030 |  |  | 48.00  | 2,430.76 |
|      | BRD | P/R | PE | 06/07/08        | PR120       | 06/07/08 | 6 2008 4040 |  |  |        | 486.04   |
|      | LAB | P/R | PE | 06/14/08        | PR122       | 06/14/08 | 6 2008 4030 |  |  | 48.00  | 2,430.75 |
|      | BRD | P/R | PE | 06/14/08        | PR122       | 06/14/08 | 6 2008 4040 |  |  |        | 486.07   |
|      | LAB | P/R | PE | 06/21/08        | PR123       | 06/21/08 | 6 2008 4030 |  |  | 40.00  | 1,930.75 |
|      | BRD | P/R | PE | 06/21/08        | PR123       | 06/21/08 | 6 2008 4040 |  |  |        | 386.09   |
|      | LAB | P/R | PE | 06/28/08        | PR124       | 06/28/08 | 7 2008 4030 |  |  | 40.00  | 2,001.90 |
|      | BRD | P/R | PE | 06/28/08        | PR124       | 06/28/08 | 7 2008 4040 |  |  |        | 400.34   |
|      | LAB | P/R | PE | 07/05/08        | PR126       | 07/05/08 | 7 2008 4030 |  |  | 36.00  | 1,823.06 |
|      | BRD | P/R | PE | 07/05/08        | PR126       | 07/05/08 | 7 2008 4040 |  |  |        | 364.55   |

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|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

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COST 01 410 Project Manager (continued)

|     |     |    |          |       |          |  |              |  |  |       |          |
|-----|-----|----|----------|-------|----------|--|--------------|--|--|-------|----------|
| LAB | P/R | PE | 07/12/08 | PR127 | 07/12/08 |  | 7 2008 4030  |  |  | 36.00 | 1,751.90 |
| BRD | P/R | PE | 07/12/08 | PR127 | 07/12/08 |  | 7 2008 4040  |  |  |       | 350.34   |
| LAB | P/R | PE | 07/19/08 | PR128 | 07/19/08 |  | 7 2008 4030  |  |  | 44.00 | 2,328.83 |
| BRD | P/R | PE | 07/19/08 | PR128 | 07/19/08 |  | 7 2008 4040  |  |  |       | 465.69   |
| LAB | P/R | PE | 07/26/08 | PR130 | 07/26/08 |  | 8 2008 4030  |  |  | 24.00 | 1,073.07 |
| BRD | P/R | PE | 07/26/08 | PR130 | 07/26/08 |  | 8 2008 4040  |  |  |       | 214.55   |
| LAB | P/R | PE | 08/02/08 | PR131 | 08/02/08 |  | 8 2008 4030  |  |  | 32.00 | 1,611.52 |
| BRD | P/R | PE | 08/02/08 | PR131 | 08/02/08 |  | 8 2008 4040  |  |  |       | 306.92   |
| LAB | P/R | PE | 08/09/08 | PR132 | 08/09/08 |  | 8 2008 4030  |  |  | 52.00 | 3,138.44 |
| BRD | P/R | PE | 08/09/08 | PR132 | 08/09/08 |  | 8 2008 4040  |  |  |       | 558.52   |
| LAB | P/R | PE | 08/16/08 | PR133 | 08/16/08 |  | 8 2008 4030  |  |  | 60.00 | 3,496.14 |
| BRD | P/R | PE | 08/16/08 | PR133 | 08/16/08 |  | 8 2008 4040  |  |  |       | 630.03   |
| LAB | P/R | PE | 08/23/08 | PR134 | 08/23/08 |  | 8 2008 4030  |  |  | 68.00 | 3,853.82 |
| BRD | P/R | PE | 08/23/08 | PR134 | 08/23/08 |  | 8 2008 4040  |  |  |       | 701.56   |
| LAB | P/R | PE | 08/30/08 | PR135 | 08/30/08 |  | 9 2008 4030  |  |  | 68.00 | 3,763.44 |
| BRD | P/R | PE | 08/30/08 | PR135 | 08/30/08 |  | 9 2008 4040  |  |  |       | 618.37   |
| LAB | P/R | PE | 09/06/08 | PR136 | 09/06/08 |  | 9 2008 4030  |  |  | 36.00 | 2,151.91 |
| BRD | P/R | PE | 09/06/08 | PR136 | 09/06/08 |  | 9 2008 4040  |  |  |       | 284.11   |
| LAB | P/R | PE | 09/13/08 | PR138 | 09/13/08 |  | 9 2008 4030  |  |  | 40.00 | 2,511.52 |
| BRD | P/R | PE | 09/13/08 | PR138 | 09/13/08 |  | 9 2008 4040  |  |  |       | 307.30   |
| LAB | P/R | PE | 09/20/08 | PR140 | 09/20/08 |  | 9 2008 4030  |  |  | 28.00 | 1,613.44 |
| BRD | P/R | PE | 09/20/08 | PR140 | 09/20/08 |  | 9 2008 4040  |  |  |       | 225.20   |
| LAB | P/R | PE | 09/27/08 | PR142 | 09/27/08 |  | 10 2008 4030 |  |  | 57.00 | 3,339.41 |
| BRD | P/R | PE | 09/27/08 | PR142 | 09/27/08 |  | 10 2008 4040 |  |  |       | 454.53   |
| LAB | P/R | PE | 10/04/08 | PR143 | 10/04/08 |  | 10 2008 4030 |  |  | 49.00 | 3,026.90 |
| BRD | P/R | PE | 10/04/08 | PR143 | 10/04/08 |  | 10 2008 4040 |  |  |       | 379.92   |
| LAB | P/R | PE | 10/11/08 | PR149 | 10/11/08 |  | 10 2008 4030 |  |  | 48.00 | 3,049.98 |
| BRD | P/R | PE | 10/11/08 | PR149 | 10/11/08 |  | 10 2008 4040 |  |  |       | 366.26   |
| LAB | P/R | PE | 10/18/08 | PR151 | 10/18/08 |  | 10 2008 4030 |  |  | 38.00 | 2,241.32 |
| BRD | P/R | PE | 10/18/08 | PR151 | 10/18/08 |  | 10 2008 4040 |  |  |       | 302.02   |
| LAB | P/R | PE | 10/25/08 | PR152 | 10/25/08 |  | 10 2008 4030 |  |  | 34.00 | 2,062.48 |
| BRD | P/R | PE | 10/25/08 | PR152 | 10/25/08 |  | 10 2008 4040 |  |  |       | 266.24   |
| LAB | P/R | PE | 11/01/08 | PR156 | 11/01/08 |  | 11 2008 4030 |  |  | 35.00 | 2,129.79 |
| BRD | P/R | PE | 11/01/08 | PR156 | 11/01/08 |  | 11 2008 4040 |  |  |       | 273.62   |
| LAB | P/R | PE | 11/08/08 | PR158 | 11/08/08 |  | 11 2008 4030 |  |  | 40.00 | 2,375.95 |
| BRD | P/R | PE | 11/08/08 | PR158 | 11/08/08 |  | 11 2008 4040 |  |  |       | 313.99   |
| LAB | P/R | PE | 11/15/08 | PR162 | 11/15/08 |  | 11 2008 4030 |  |  | 30.00 | 1,612.49 |
| BRD | P/R | PE | 11/15/08 | PR162 | 11/15/08 |  | 11 2008 4040 |  |  |       | 246.64   |
| LAB | P/R | PE | 11/22/08 | PR164 | 11/22/08 |  | 11 2008 4030 |  |  | 36.00 | 1,880.74 |
| BRD | P/R | PE | 11/22/08 | PR164 | 11/22/08 |  | 11 2008 4040 |  |  |       | 300.28   |
| LAB | P/R | PE | 11/29/08 | PR165 | 11/29/08 |  | 12 2008 4030 |  |  | 32.00 | 1,566.33 |
| BRD | P/R | PE | 11/29/08 | PR165 | 11/29/08 |  | 12 2008 4040 |  |  |       | 273.95   |
| LAB | P/R | PE | 12/06/08 | PR167 | 12/06/08 |  | 12 2008 4030 |  |  | 18.00 | 849.98   |
| BRD | P/R | PE | 12/06/08 | PR167 | 12/06/08 |  | 12 2008 4040 |  |  |       | 155.09   |
| LAB | P/R | PE | 12/13/08 | PR168 | 12/13/08 |  | 12 2008 4030 |  |  | 26.00 | 1,388.46 |

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

COST 01 410 Project Manager (continued)

|     |     |    |          |       |          |  |              |  |       |  |          |
|-----|-----|----|----------|-------|----------|--|--------------|--|-------|--|----------|
| BRD | P/R | PE | 12/13/08 | PR168 | 12/13/08 |  | 12 2008 4040 |  |       |  | 214.06   |
| LAB | P/R | PE | 12/20/08 | PR170 | 12/20/08 |  | 12 2008 4030 |  | 18.00 |  | 849.98   |
| BRD | P/R | PE | 12/20/08 | PR170 | 12/20/08 |  | 12 2008 4040 |  |       |  | 155.09   |
| LAB | P/R | PE | 12/27/08 | PR174 | 12/27/08 |  | 1 2009 4030  |  | 14.00 |  | 671.14   |
| BRD | P/R | PE | 12/27/08 | PR174 | 12/27/08 |  | 1 2009 4040  |  |       |  | 142.49   |
| LAB | P/R | PE | 01/03/09 | PR175 | 01/03/09 |  | 1 2009 4030  |  | 16.00 |  | 715.36   |
| BRD | P/R | PE | 01/03/09 | PR175 | 01/03/09 |  | 1 2009 4040  |  |       |  | 156.16   |
| LAB | P/R | PE | 01/10/09 | PR176 | 01/10/09 |  | 1 2009 4030  |  | 8.00  |  | 402.88   |
| BRD | P/R | PE | 01/10/09 | PR176 | 01/10/09 |  | 1 2009 4040  |  |       |  | 82.25    |
| LAB | P/R | PE | 01/17/09 | PR177 | 01/17/09 |  | 1 2009 4030  |  | 24.00 |  | 1,253.82 |
| BRD | P/R | PE | 01/17/09 | PR177 | 01/17/09 |  | 1 2009 4040  |  |       |  | 256.35   |
| LAB | P/R | PE | 01/24/09 | PR178 | 01/24/09 |  | 1 2009 4030  |  | 28.00 |  | 1,432.66 |
| BRD | P/R | PE | 01/24/09 | PR178 | 01/24/09 |  | 1 2009 4040  |  |       |  | 289.43   |
| LAB | P/R | PE | 01/31/09 | PR180 | 01/31/09 |  | 2 2009 4030  |  | 40.00 |  | 2,149.97 |
| BRD | P/R | PE | 01/31/09 | PR180 | 01/31/09 |  | 2 2009 4040  |  |       |  | 428.19   |
| LAB | P/R | PE | 02/07/09 | PR181 | 02/07/09 |  | 2 2009 4030  |  | 38.00 |  | 2,015.37 |
| BRD | P/R | PE | 02/07/09 | PR181 | 02/07/09 |  | 2 2009 4040  |  |       |  | 403.13   |
| LAB | P/R | PE | 02/14/09 | PR182 | 02/14/09 |  | 2 2009 4030  |  | 28.00 |  | 1,523.05 |
| BRD | P/R | PE | 02/14/09 | PR182 | 02/14/09 |  | 2 2009 4040  |  |       |  | 301.17   |
| LAB | P/R | PE | 02/21/09 | PR183 | 02/21/09 |  | 2 2009 4030  |  | 16.00 |  | 896.14   |
| BRD | P/R | PE | 02/21/09 | PR183 | 02/21/09 |  | 2 2009 4040  |  |       |  | 174.13   |
| LAB | P/R | PE | 02/28/09 | PR187 | 02/28/09 |  | 3 2009 4030  |  | 30.00 |  | 1,522.09 |
| BRD | P/R | PE | 02/28/09 | PR187 | 02/28/09 |  | 3 2009 4040  |  |       |  | 308.63   |
| LAB | P/R | PE | 03/07/09 | PR204 | 03/07/09 |  | 3 2009 4030  |  | 39.00 |  | 2,105.27 |
| BRD | P/R | PE | 03/07/09 | PR204 | 03/07/09 |  | 3 2009 4040  |  |       |  | 418.58   |
| LAB | P/R | PE | 03/14/09 | PR205 | 03/14/09 |  | 3 2009 4030  |  | 29.00 |  | 1,477.39 |
| BRD | P/R | PE | 03/14/09 | PR205 | 03/14/09 |  | 3 2009 4040  |  |       |  | 299.01   |
| LAB | P/R | PE | 03/21/09 | PR208 | 03/21/09 |  | 3 2009 4030  |  | 26.00 |  | 1,343.25 |
| BRD | P/R | PE | 03/21/09 | PR208 | 03/21/09 |  | 3 2009 4040  |  |       |  | 264.92   |
| LAB | P/R | PE | 03/28/09 | PR209 | 03/28/09 |  | 4 2009 4030  |  | 32.00 |  | 1,521.14 |
| BRD | P/R | PE | 03/28/09 | PR209 | 03/28/09 |  | 4 2009 4040  |  |       |  | 312.04   |
| LAB | P/R | PE | 04/04/09 | PR211 | 04/04/09 |  | 4 2009 4030  |  | 17.00 |  | 940.85   |
| BRD | P/R | PE | 04/04/09 | PR211 | 04/04/09 |  | 4 2009 4040  |  |       |  | 174.52   |
| LAB | P/R | PE | 04/11/09 | PR212 | 04/11/09 |  | 4 2009 4030  |  | 22.00 |  | 1,074.01 |
| BRD | P/R | PE | 04/11/09 | PR212 | 04/11/09 |  | 4 2009 4040  |  |       |  | 213.58   |
| LAB | P/R | PE | 04/18/09 | PR213 | 04/18/09 |  | 4 2009 4030  |  | 16.00 |  | 896.14   |
| BRD | P/R | PE | 04/18/09 | PR213 | 04/18/09 |  | 4 2009 4040  |  |       |  | 165.06   |
| LAB | P/R | PE | 04/25/09 | PR214 | 04/25/09 |  | 5 2009 4030  |  | 12.00 |  | 536.52   |
| BRD | P/R | PE | 04/25/09 | PR214 | 04/25/09 |  | 5 2009 4040  |  |       |  | 109.41   |
| LAB | P/R | PE | 05/02/09 | PR215 | 05/02/09 |  | 5 2009 4030  |  | 14.00 |  | 716.33   |
| BRD | P/R | PE | 05/02/09 | PR215 | 05/02/09 |  | 5 2009 4040  |  |       |  | 136.65   |
| LAB | P/R | PE | 05/09/09 | PR217 | 05/09/09 |  | 5 2009 4030  |  | 12.00 |  | 536.52   |
| BRD | P/R | PE | 05/09/09 | PR217 | 05/09/09 |  | 5 2009 4040  |  |       |  | 105.36   |
| LAB | P/R | PE | 05/16/09 | PR218 | 05/16/09 |  | 5 2009 4030  |  | 6.00  |  | 268.26   |
| BRD | P/R | PE | 05/16/09 | PR218 | 05/16/09 |  | 5 2009 4040  |  |       |  | 49.57    |

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

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COST 01 410 Project Manager (continued)

|     |     |    |          |       |          |    |           |  |       |        |
|-----|-----|----|----------|-------|----------|----|-----------|--|-------|--------|
| LAB | P/R | PE | 05/23/09 | PR219 | 05/23/09 | 5  | 2009 4030 |  | 7.00  | 312.97 |
| BRD | P/R | PE | 05/23/09 | PR219 | 05/23/09 | 5  | 2009 4040 |  |       | 58.26  |
| LAB | P/R | PE | 05/30/09 | PR222 | 05/30/09 | 6  | 2009 4030 |  | 7.00  | 312.97 |
| BRD | P/R | PE | 05/30/09 | PR222 | 05/30/09 | 6  | 2009 4040 |  |       | 58.26  |
| LAB | P/R | PE | 06/06/09 | PR223 | 06/06/09 | 6  | 2009 4030 |  | 10.00 | 447.10 |
| BRD | P/R | PE | 06/06/09 | PR223 | 06/06/09 | 6  | 2009 4040 |  |       | 84.36  |
| LAB | P/R | PE | 06/13/09 | PR224 | 06/13/09 | 6  | 2009 4030 |  | 5.00  | 223.55 |
| BRD | P/R | PE | 06/13/09 | PR224 | 06/13/09 | 6  | 2009 4040 |  |       | 40.86  |
| LAB | P/R | PE | 06/20/09 | PR225 | 06/20/09 | 6  | 2009 4030 |  | 4.00  | 178.84 |
| BRD | P/R | PE | 06/20/09 | PR225 | 06/20/09 | 6  | 2009 4040 |  |       | 32.17  |
| LAB | P/R | PE | 06/27/09 | PR226 | 06/27/09 | 7  | 2009 4030 |  | 8.00  | 321.92 |
| BRD | P/R | PE | 06/27/09 | PR226 | 06/27/09 | 7  | 2009 4040 |  |       | 59.97  |
| LAB | P/R | PE | 06/17/06 | PR886 | 06/17/06 | 6  | 2006 4030 |  | 2.00  | 105.78 |
| BRD | P/R | PE | 06/17/06 | PR886 | 06/17/06 | 6  | 2006 4040 |  |       | 23.44  |
| LAB | P/R | PE | 06/24/06 | PR889 | 06/24/06 | 6  | 2006 4030 |  | 1.00  | 52.89  |
| BRD | P/R | PE | 06/24/06 | PR889 | 06/24/06 | 6  | 2006 4040 |  |       | 11.69  |
| LAB | P/R | PE | 07/01/06 | PR891 | 07/01/06 | 7  | 2006 4030 |  | 4.75  | 192.62 |
| BRD | P/R | PE | 07/01/06 | PR891 | 07/01/06 | 7  | 2006 4040 |  |       | 42.73  |
| LAB | P/R | PE | 07/08/06 | PR892 | 07/08/06 | 7  | 2006 4030 |  | 8.50  | 379.23 |
| BRD | P/R | PE | 07/08/06 | PR892 | 07/08/06 | 7  | 2006 4040 |  |       | 84.12  |
| LAB | P/R | PE | 07/15/06 | PR894 | 07/15/06 | 7  | 2006 4030 |  | 6.50  | 273.45 |
| BRD | P/R | PE | 07/15/06 | PR894 | 07/15/06 | 7  | 2006 4040 |  |       | 60.63  |
| LAB | P/R | PE | 07/29/06 | PR898 | 07/29/06 | 8  | 2006 4030 |  | 0.50  | 18.63  |
| BRD | P/R | PE | 07/29/06 | PR898 | 07/29/06 | 8  | 2006 4040 |  |       | 4.15   |
| LAB | P/R | PE | 08/12/06 | PR903 | 08/12/06 | 8  | 2006 4030 |  | 4.50  | 176.04 |
| BRD | P/R | PE | 08/12/06 | PR903 | 08/12/06 | 8  | 2006 4040 |  |       | 39.08  |
| LAB | P/R | PE | 08/19/06 | PR904 | 08/19/06 | 8  | 2006 4030 |  | 6.25  | 244.50 |
| BRD | P/R | PE | 08/19/06 | PR904 | 08/19/06 | 8  | 2006 4040 |  |       | 54.27  |
| LAB | P/R | PE | 08/26/06 | PR905 | 08/26/06 | 9  | 2006 4030 |  | 2.50  | 97.80  |
| BRD | P/R | PE | 08/26/06 | PR905 | 08/26/06 | 9  | 2006 4040 |  |       | 21.71  |
| LAB | P/R | PE | 09/02/06 | PR906 | 09/02/06 | 9  | 2006 4030 |  | 1.75  | 68.46  |
| BRD | P/R | PE | 09/02/06 | PR906 | 09/02/06 | 9  | 2006 4040 |  |       | 15.18  |
| LAB | P/R | PE | 09/09/06 | PR907 | 09/09/06 | 9  | 2006 4030 |  | 3.25  | 127.14 |
| BRD | P/R | PE | 09/09/06 | PR907 | 09/09/06 | 9  | 2006 4040 |  |       | 28.23  |
| LAB | P/R | PE | 09/16/06 | PR908 | 09/16/06 | 9  | 2006 4030 |  | 3.00  | 117.36 |
| BRD | P/R | PE | 09/16/06 | PR908 | 09/16/06 | 9  | 2006 4040 |  |       | 26.04  |
| LAB | P/R | PE | 09/23/06 | PR909 | 09/23/06 | 9  | 2006 4030 |  | 5.00  | 195.60 |
| BRD | P/R | PE | 09/23/06 | PR909 | 09/23/06 | 9  | 2006 4040 |  |       | 43.41  |
| LAB | P/R | PE | 09/30/06 | PR910 | 09/30/06 | 10 | 2006 4030 |  | 5.00  | 195.60 |
| BRD | P/R | PE | 09/30/06 | PR910 | 09/30/06 | 10 | 2006 4040 |  |       | 43.40  |
| LAB | P/R | PE | 10/07/06 | PR911 | 10/07/06 | 10 | 2006 4030 |  | 9.25  | 361.86 |
| BRD | P/R | PE | 10/07/06 | PR911 | 10/07/06 | 10 | 2006 4040 |  |       | 80.31  |
| LAB | P/R | PE | 10/14/06 | PR912 | 10/14/06 | 10 | 2006 4030 |  | 10.00 | 391.20 |
| BRD | P/R | PE | 10/14/06 | PR912 | 10/14/06 | 10 | 2006 4040 |  |       | 86.81  |
| LAB | P/R | PE | 10/21/06 | PR913 | 10/21/06 | 10 | 2006 4030 |  | 4.50  | 176.04 |

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|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

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COST 01 410 Project Manager (continued)

|     |     |    |          |       |          |  |              |  |       |  |          |
|-----|-----|----|----------|-------|----------|--|--------------|--|-------|--|----------|
| BRD | P/R | PE | 10/21/06 | PR913 | 10/21/06 |  | 10 2006 4040 |  |       |  | 39.07    |
| LAB | P/R | PE | 10/28/06 | PR915 | 10/28/06 |  | 11 2006 4030 |  | 6.75  |  | 264.06   |
| BRD | P/R | PE | 10/28/06 | PR915 | 10/28/06 |  | 11 2006 4040 |  |       |  | 58.59    |
| LAB | P/R | PE | 11/04/06 | PR917 | 11/04/06 |  | 11 2006 4030 |  | 7.75  |  | 303.18   |
| BRD | P/R | PE | 11/04/06 | PR917 | 11/04/06 |  | 11 2006 4040 |  |       |  | 67.25    |
| LAB | P/R | PE | 11/11/06 | PR918 | 11/11/06 |  | 11 2006 4030 |  | 4.25  |  | 166.26   |
| BRD | P/R | PE | 11/11/06 | PR918 | 11/11/06 |  | 11 2006 4040 |  |       |  | 36.91    |
| LAB | P/R | PE | 11/18/06 | PR919 | 11/18/06 |  | 11 2006 4030 |  | 5.25  |  | 205.38   |
| BRD | P/R | PE | 11/18/06 | PR919 | 11/18/06 |  | 11 2006 4040 |  |       |  | 45.59    |
| LAB | P/R | PE | 11/25/06 | PR921 | 11/25/06 |  | 12 2006 4030 |  | 5.75  |  | 224.94   |
| BRD | P/R | PE | 11/25/06 | PR921 | 11/25/06 |  | 12 2006 4040 |  |       |  | 49.92    |
| LAB | P/R | PE | 12/02/06 | PR922 | 12/02/06 |  | 12 2006 4030 |  | 12.25 |  | 479.22   |
| BRD | P/R | PE | 12/02/06 | PR922 | 12/02/06 |  | 12 2006 4040 |  |       |  | 106.34   |
| LAB | P/R | PE | 12/09/06 | PR925 | 12/09/06 |  | 12 2006 4030 |  | 18.00 |  | 704.16   |
| BRD | P/R | PE | 12/09/06 | PR925 | 12/09/06 |  | 12 2006 4040 |  |       |  | 156.25   |
| LAB | P/R | PE | 12/16/06 | PR926 | 12/16/06 |  | 12 2006 4030 |  | 12.25 |  | 479.22   |
| BRD | P/R | PE | 12/16/06 | PR926 | 12/16/06 |  | 12 2006 4040 |  |       |  | 106.36   |
| LAB | P/R | PE | 12/23/06 | PR930 | 12/23/06 |  | 12 2006 4030 |  | 19.75 |  | 772.62   |
| BRD | P/R | PE | 12/23/06 | PR930 | 12/23/06 |  | 12 2006 4040 |  |       |  | 171.44   |
| LAB | P/R | PE | 12/30/06 | PR933 | 12/30/06 |  | 1 2007 4030  |  | 6.75  |  | 264.06   |
| BRD | P/R | PE | 12/30/06 | PR933 | 12/30/06 |  | 1 2007 4040  |  |       |  | 63.97    |
| LAB | P/R | PE | 01/06/07 | PR939 | 01/06/07 |  | 1 2007 4030  |  | 15.50 |  | 639.18   |
| BRD | P/R | PE | 01/06/07 | PR939 | 01/06/07 |  | 1 2007 4040  |  |       |  | 154.92   |
| LAB | P/R | PE | 01/13/07 | PR940 | 01/13/07 |  | 1 2007 4030  |  | 19.25 |  | 769.47   |
| BRD | P/R | PE | 01/13/07 | PR940 | 01/13/07 |  | 1 2007 4040  |  |       |  | 186.51   |
| LAB | P/R | PE | 01/20/07 | PR943 | 01/20/07 |  | 1 2007 4030  |  | 30.25 |  | 1,363.89 |
| BRD | P/R | PE | 01/20/07 | PR943 | 01/20/07 |  | 1 2007 4040  |  |       |  | 326.34   |
| LAB | P/R | PE | 01/27/07 | PR945 | 01/27/07 |  | 2 2007 4030  |  | 27.25 |  | 1,262.94 |
| BRD | P/R | PE | 01/27/07 | PR945 | 01/27/07 |  | 2 2007 4040  |  |       |  | 298.19   |
| LAB | P/R | PE | 02/03/07 | PR946 | 02/03/07 |  | 2 2007 4030  |  | 28.00 |  | 1,268.79 |
| BRD | P/R | PE | 02/03/07 | PR946 | 02/03/07 |  | 2 2007 4040  |  |       |  | 297.33   |
| LAB | P/R | PE | 02/10/07 | PR948 | 02/10/07 |  | 2 2007 4030  |  | 45.75 |  | 2,004.32 |
| BRD | P/R | PE | 02/10/07 | PR948 | 02/10/07 |  | 2 2007 4040  |  |       |  | 469.67   |
| LAB | P/R | PE | 02/17/07 | PR953 | 02/17/07 |  | 2 2007 4030  |  | 34.50 |  | 1,481.92 |
| BRD | P/R | PE | 02/17/07 | PR953 | 02/17/07 |  | 2 2007 4040  |  |       |  | 329.92   |
| LAB | P/R | PE | 02/24/07 | PR956 | 02/24/07 |  | 3 2007 4030  |  | 28.25 |  | 1,137.96 |
| BRD | P/R | PE | 02/24/07 | PR956 | 02/24/07 |  | 3 2007 4040  |  |       |  | 266.66   |
| LAB | P/R | PE | 03/03/07 | PR960 | 03/03/07 |  | 3 2007 4030  |  | 39.50 |  | 1,807.80 |
| BRD | P/R | PE | 03/03/07 | PR960 | 03/03/07 |  | 3 2007 4040  |  |       |  | 423.64   |
| LAB | P/R | PE | 03/10/07 | PR961 | 03/10/07 |  | 3 2007 4030  |  | 34.50 |  | 1,480.92 |
| BRD | P/R | PE | 03/10/07 | PR961 | 03/10/07 |  | 3 2007 4040  |  |       |  | 347.05   |
| LAB | P/R | PE | 03/17/07 | PR964 | 03/17/07 |  | 3 2007 4030  |  | 34.75 |  | 1,490.70 |
| BRD | P/R | PE | 03/17/07 | PR964 | 03/17/07 |  | 3 2007 4040  |  |       |  | 349.36   |
| LAB | P/R | PE | 03/24/07 | PR965 | 03/24/07 |  | 3 2007 4030  |  | 31.75 |  | 1,307.70 |
| BRD | P/R | PE | 03/24/07 | PR965 | 03/24/07 |  | 3 2007 4040  |  |       |  | 306.45   |

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|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

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|      |     |     |                 |          |             |          |             |  |  |       |          |
|------|-----|-----|-----------------|----------|-------------|----------|-------------|--|--|-------|----------|
| COST | 01  | 410 | Project Manager |          | (continued) |          |             |  |  |       |          |
|      | LAB | P/R | PE              | 03/31/07 | PR970       | 03/31/07 | 4 2007 4030 |  |  | 29.00 | 1,134.48 |
|      | BRD | P/R | PE              | 03/31/07 | PR970       | 03/31/07 | 4 2007 4040 |  |  |       | 265.86   |
|      | LAB | P/R | PE              | 03/31/07 | PR971       | 03/31/07 | 4 2007 4030 |  |  | 4.00  | 222.12   |
|      | BRD | P/R | PE              | 03/31/07 | PR971       | 03/31/07 | 4 2007 4040 |  |  |       | 50.94    |
|      | LAB | P/R | PE              | 04/07/07 | PR972       | 04/07/07 | 4 2007 4030 |  |  | 38.50 | 1,686.63 |
|      | BRD | P/R | PE              | 04/07/07 | PR972       | 04/07/07 | 4 2007 4040 |  |  |       | 387.71   |
|      | LAB | P/R | PE              | 04/14/07 | PR973       | 04/14/07 | 4 2007 4030 |  |  | 48.05 | 1,727.00 |
|      | BRD | P/R | PE              | 04/14/07 | PR973       | 04/14/07 | 4 2007 4040 |  |  |       | 399.89   |
|      | LAB | P/R | PE              | 04/21/07 | PR974       | 04/21/07 | 4 2007 4030 |  |  | 40.50 | 1,682.82 |
|      | BRD | P/R | PE              | 04/21/07 | PR974       | 04/21/07 | 4 2007 4040 |  |  |       | 390.26   |
|      | LAB | P/R | PE              | 04/28/07 | PR978       | 04/28/07 | 5 2007 4030 |  |  | 34.25 | 1,356.27 |
|      | BRD | P/R | PE              | 04/28/07 | PR978       | 04/28/07 | 5 2007 4040 |  |  |       | 316.60   |
|      | LAB | P/R | PE              | 05/05/07 | PR979       | 05/05/07 | 5 2007 4030 |  |  | 14.00 | 629.73   |
|      | BRD | P/R | PE              | 05/05/07 | PR979       | 05/05/07 | 5 2007 4040 |  |  |       | 152.11   |
|      | LAB | P/R | PE              | 05/12/07 | PR982       | 05/12/07 | 5 2007 4030 |  |  | 28.75 | 1,223.16 |
|      | BRD | P/R | PE              | 05/12/07 | PR982       | 05/12/07 | 5 2007 4040 |  |  |       | 290.35   |
|      | LAB | P/R | PE              | 05/19/07 | PR983       | 05/19/07 | 5 2007 4030 |  |  | 40.00 | 1,696.08 |
|      | BRD | P/R | PE              | 05/19/07 | PR983       | 05/19/07 | 5 2007 4040 |  |  |       | 398.01   |
|      | LAB | P/R | PE              | 05/26/07 | PR993       | 05/26/07 | 6 2007 4030 |  |  | 30.00 | 1,239.24 |
|      | BRD | P/R | PE              | 05/26/07 | PR993       | 05/26/07 | 6 2007 4040 |  |  |       | 290.82   |
|      | LAB | P/R | PE              | 06/02/07 | PR994       | 06/02/07 | 6 2007 4030 |  |  | 13.50 | 593.76   |
|      | BRD | P/R | PE              | 06/02/07 | PR994       | 06/02/07 | 6 2007 4040 |  |  |       | 139.32   |
|      | LAB | P/R | PE              | 06/09/07 | PR996       | 06/09/07 | 6 2007 4030 |  |  | 17.00 | 681.45   |
|      | BRD | P/R | PE              | 06/09/07 | PR996       | 06/09/07 | 6 2007 4040 |  |  |       | 159.91   |
|      | LAB | P/R | PE              | 06/16/07 | PR998       | 06/16/07 | 6 2007 4030 |  |  | 44.00 | 1,786.92 |
|      | BRD | P/R | PE              | 06/16/07 | PR998       | 06/16/07 | 6 2007 4040 |  |  |       | 419.33   |

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4,214.30 243,885.01

|      |     |                        |                      |       |          |        |        |             |  |  |           |
|------|-----|------------------------|----------------------|-------|----------|--------|--------|-------------|--|--|-----------|
| COST | 01  | 415                    | Reimbursable Expense |       |          |        |        |             |  |  |           |
|      | OTH | Meridian City Hall     |                      | AP335 | 06/06/07 | 256854 | BLUSPE | 6 2007 4060 |  |  | 510.92    |
|      | OTH | Meridian City Hall     |                      | AP335 | 06/11/07 | 257114 | BLUSPE | 6 2007 4060 |  |  | 1,990.88  |
|      | OTH | Meridian City Hall     |                      | AP335 | 06/06/07 | 31524  | CAPCOP | 6 2007 4060 |  |  | 1,567.74  |
|      | OTH | Meridian City Hall     |                      | AP335 | 06/06/07 | 31528  | CAPCOP | 6 2007 4060 |  |  | 162.66    |
|      | OTH | Meridian City Hall     |                      | AP335 | 06/12/07 | 31666  | CAPCOP | 6 2007 4060 |  |  | 1,359.45  |
|      | OTH | Meridian City Hall     |                      | AP375 | 06/15/07 | 25841  | ABCSAN | 6 2007 4060 |  |  | 118.26    |
|      | OTH | Meridian City Hall     |                      | AP403 | 06/13/07 | 104280 | BONNEV | 6 2007 4060 |  |  | 384.46    |
|      | OTH | Meridian City Hall     |                      | AP403 | 06/15/07 | 061507 | DESSPA | 6 2007 4060 |  |  | 352.76    |
|      | OTH | Faxing Fees/ #1820GC   |                      | AP670 | 06/30/07 | 14720  | CONSO  | 7 2007 4060 |  |  | 22.40     |
|      | OTH | March Fax Fees/#1820GC |                      | AP711 | 03/31/08 | 28295  | CONSO  | 4 2008 4060 |  |  | 0.96      |
|      | OTH | Construction Fax Fees  |                      | AP809 | 07/31/07 | 15994  | CONSO  | 8 2007 4060 |  |  | 21.28     |
|      | OTH | TO 01 520              |                      | JC734 | 06/30/07 | 256854 |        | 6 2007 4060 |  |  | -510.92   |
|      | OTH | TO 01 520              |                      | JC734 | 06/30/07 | 257114 |        | 6 2007 4060 |  |  | -1,990.88 |
|      | OTH | TO 01 520              |                      | JC734 | 06/30/07 | 31524  |        | 6 2007 4060 |  |  | -1,567.74 |
|      | OTH | TO 01 520              |                      | JC734 | 06/30/07 | 31528  |        | 6 2007 4060 |  |  | -162.66   |
|      | OTH | TO 01 520              |                      | JC734 | 06/30/07 | 31666  |        | 6 2007 4060 |  |  | -1,359.45 |



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Phase Codes 01 thru 16

Period Range: Job To-Date

## JOB COST DETAIL-BY LINE ITEM

(job history only)

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                       |     |                      |             |         |             |  |  |  |         |
|------|-----|-----------------------|-----|----------------------|-------------|---------|-------------|--|--|--|---------|
| COST | 01  | 415                   |     | Reimbursable Expense | (continued) |         |             |  |  |  |         |
|      | OTH | TO 01                 | 520 | JC734                | 06/30/07    | 25841   | 6 2007 4060 |  |  |  | -118.26 |
|      | OTH | TO 01                 | 520 | JC735                | 06/30/07    | 104280  | 6 2007 4060 |  |  |  | -384.46 |
|      | OTH | TO 01                 | 504 | JC735                | 06/30/07    | 061507  | 6 2007 4060 |  |  |  | -352.76 |
|      | OTH | ISQFT MOVED TO 01-040 |     | JC793                | 07/31/07    | CONSOFT | 8 2007 4060 |  |  |  | -21.28  |

23.36

|      |     |                   |  |                        |          |     |              |  |        |  |           |
|------|-----|-------------------|--|------------------------|----------|-----|--------------|--|--------|--|-----------|
| COST | 01  | 420               |  | Project Superintendent |          |     |              |  |        |  |           |
|      | LAB | frm 080920 per TC |  | JC920                  | 04/08/09 | mjp | 4 2009 4030  |  | 23.81  |  | 812.75    |
|      | LAB | frm 080920 per TC |  | JC920                  | 04/08/09 | mjp | 4 2009 4030  |  | 40.00  |  | 1,365.40  |
|      | LAB |                   |  | JC941                  | 04/30/09 |     | 4 2009 4030  |  | -23.81 |  | -812.75   |
|      | LAB |                   |  | JC941                  | 04/30/09 |     | 4 2009 4030  |  | -40.00 |  | -1,365.40 |
|      | LAB | P/R PE 06/23/07   |  | PR002                  | 06/23/07 |     | 6 2007 4030  |  | 40.00  |  | 1,320.00  |
|      | BRD | P/R PE 06/23/07   |  | PR002                  | 06/23/07 |     | 6 2007 4040  |  |        |  | 406.18    |
|      | LAB | P/R PE 06/30/07   |  | PR004                  | 06/30/07 |     | 7 2007 4030  |  | 40.00  |  | 1,320.00  |
|      | BRD | P/R PE 06/30/07   |  | PR004                  | 06/30/07 |     | 7 2007 4040  |  |        |  | 406.18    |
|      | LAB | P/R PE 07/07/07   |  | PR006                  | 07/07/07 |     | 7 2007 4030  |  | 40.00  |  | 1,320.00  |
|      | BRD | P/R PE 07/07/07   |  | PR006                  | 07/07/07 |     | 7 2007 4040  |  |        |  | 406.18    |
|      | LAB | P/R PE 07/14/07   |  | PR009                  | 07/14/07 |     | 7 2007 4030  |  | 40.00  |  | 1,320.00  |
|      | BRD | P/R PE 07/14/07   |  | PR009                  | 07/14/07 |     | 7 2007 4040  |  |        |  | 406.18    |
|      | LAB | P/R PE 07/21/07   |  | PR014                  | 07/21/07 |     | 7 2007 4030  |  | 36.00  |  | 1,245.96  |
|      | BRD | P/R PE 07/21/07   |  | PR014                  | 07/21/07 |     | 7 2007 4040  |  |        |  | 383.36    |
|      | LAB | P/R PE 07/28/07   |  | PR019                  | 07/28/07 |     | 8 2007 4030  |  | 40.00  |  | 1,384.40  |
|      | BRD | P/R PE 07/28/07   |  | PR019                  | 07/28/07 |     | 8 2007 4040  |  |        |  | 425.95    |
|      | LAB | P/R PE 08/04/07   |  | PR020                  | 08/04/07 |     | 8 2007 4030  |  | 40.00  |  | 1,384.40  |
|      | BRD | P/R PE 08/04/07   |  | PR020                  | 08/04/07 |     | 8 2007 4040  |  |        |  | 425.95    |
|      | LAB | P/R PE 08/11/07   |  | PR022                  | 08/11/07 |     | 8 2007 4030  |  | 40.00  |  | 1,384.40  |
|      | BRD | P/R PE 08/11/07   |  | PR022                  | 08/11/07 |     | 8 2007 4040  |  |        |  | 425.95    |
|      | LAB | P/R PE 08/18/07   |  | PR027                  | 08/18/07 |     | 8 2007 4030  |  | 39.00  |  | 1,349.79  |
|      | BRD | P/R PE 08/18/07   |  | PR027                  | 08/18/07 |     | 8 2007 4040  |  |        |  | 415.29    |
|      | LAB | P/R PE 08/25/07   |  | PR032                  | 08/25/07 |     | 8 2007 4030  |  | 80.00  |  | 2,464.40  |
|      | BRD | P/R PE 08/25/07   |  | PR032                  | 08/25/07 |     | 8 2007 4040  |  |        |  | 758.27    |
|      | LAB | P/R PE 09/01/07   |  | PR033                  | 09/01/07 |     | 9 2007 4030  |  | 40.00  |  | 1,384.40  |
|      | BRD | P/R PE 09/01/07   |  | PR033                  | 09/01/07 |     | 9 2007 4040  |  |        |  | 425.95    |
|      | LAB | P/R PE 09/08/07   |  | PR036                  | 09/08/07 |     | 9 2007 4030  |  | 64.00  |  | 1,971.52  |
|      | BRD | P/R PE 09/08/07   |  | PR036                  | 09/08/07 |     | 9 2007 4040  |  |        |  | 606.62    |
|      | LAB | P/R PE 09/15/07   |  | PR037                  | 09/15/07 |     | 9 2007 4030  |  | 40.00  |  | 1,384.40  |
|      | BRD | P/R PE 09/15/07   |  | PR037                  | 09/15/07 |     | 9 2007 4040  |  |        |  | 425.95    |
|      | LAB | P/R PE 09/22/07   |  | PR039                  | 09/22/07 |     | 9 2007 4030  |  | 40.00  |  | 1,384.40  |
|      | BRD | P/R PE 09/22/07   |  | PR039                  | 09/22/07 |     | 9 2007 4040  |  |        |  | 425.95    |
|      | LAB | P/R PE 09/29/07   |  | PR042                  | 09/29/07 |     | 10 2007 4030 |  | 32.00  |  | 1,107.52  |
|      | BRD | P/R PE 09/29/07   |  | PR042                  | 09/29/07 |     | 10 2007 4040 |  |        |  | 340.76    |
|      | LAB | P/R PE 10/06/07   |  | PR043                  | 10/06/07 |     | 10 2007 4030 |  | 40.00  |  | 1,384.40  |
|      | BRD | P/R PE 10/06/07   |  | PR043                  | 10/06/07 |     | 10 2007 4040 |  |        |  | 425.95    |
|      | LAB | P/R PE 10/13/07   |  | PR046                  | 10/13/07 |     | 10 2007 4030 |  | 39.00  |  | 1,349.79  |
|      | BRD | P/R PE 10/13/07   |  | PR046                  | 10/13/07 |     | 10 2007 4040 |  |        |  | 415.29    |

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

COST 01 420 Project Superintendent (continued)

|     |     |    |          |       |          |    |      |      |  |        |           |
|-----|-----|----|----------|-------|----------|----|------|------|--|--------|-----------|
| LAB | P/R | PE | 10/20/07 | PR047 | 10/20/07 | 10 | 2007 | 4030 |  | 40.00  | 1,384.40  |
| BRD | P/R | PE | 10/20/07 | PR047 | 10/20/07 | 10 | 2007 | 4040 |  |        | 425.95    |
| LAB | P/R | PE | 10/27/07 | PR048 | 10/27/07 | 11 | 2007 | 4030 |  | 38.00  | 1,315.18  |
| BRD | P/R | PE | 10/27/07 | PR048 | 10/27/07 | 11 | 2007 | 4040 |  |        | 404.67    |
| LAB | P/R | PE | 11/03/07 | PR049 | 11/03/07 | 11 | 2007 | 4030 |  | 39.00  | 1,349.79  |
| BRD | P/R | PE | 11/03/07 | PR049 | 11/03/07 | 11 | 2007 | 4040 |  |        | 415.29    |
| LAB | P/R | PE | 11/10/07 | PR050 | 11/10/07 | 11 | 2007 | 4030 |  | 40.00  | 1,384.40  |
| BRD | P/R | PE | 11/10/07 | PR050 | 11/10/07 | 11 | 2007 | 4040 |  |        | 425.95    |
| LAB | P/R | PE | 11/17/07 | PR052 | 11/17/07 | 11 | 2007 | 4030 |  | 39.00  | 1,349.79  |
| BRD | P/R | PE | 11/17/07 | PR052 | 11/17/07 | 11 | 2007 | 4040 |  |        | 415.29    |
| LAB | P/R | PE | 11/24/07 | PR055 | 11/24/07 | 11 | 2007 | 4030 |  | 24.00  | 830.64    |
| BRD | P/R | PE | 11/24/07 | PR055 | 11/24/07 | 11 | 2007 | 4040 |  |        | 255.59    |
| LAB | P/R | PE | 12/01/07 | PR058 | 12/01/07 | 12 | 2007 | 4030 |  | 40.00  | 1,384.40  |
| BRD | P/R | PE | 12/01/07 | PR058 | 12/01/07 | 12 | 2007 | 4040 |  |        | 425.95    |
| LAB | P/R | PE | 12/08/07 | PR061 | 12/08/07 | 12 | 2007 | 4030 |  | 37.00  | 1,280.57  |
| BRD | P/R | PE | 12/08/07 | PR061 | 12/08/07 | 12 | 2007 | 4040 |  |        | 394.01    |
| LAB | P/R | PE | 12/15/07 | PR065 | 12/15/07 | 12 | 2007 | 4030 |  | 35.00  | 1,211.35  |
| BRD | P/R | PE | 12/15/07 | PR065 | 12/15/07 | 12 | 2007 | 4040 |  |        | 372.69    |
| LAB | P/R | PE | 12/22/07 | PR068 | 12/22/07 | 12 | 2007 | 4030 |  | 39.00  | 1,349.79  |
| BRD | P/R | PE | 12/22/07 | PR068 | 12/22/07 | 12 | 2007 | 4040 |  |        | 415.29    |
| LAB | P/R | PE | 12/29/07 | PR074 | 12/29/07 | 1  | 2008 | 4030 |  | 24.00  | 830.64    |
| BRD | P/R | PE | 12/29/07 | PR074 | 12/29/07 | 1  | 2008 | 4040 |  |        | 272.52    |
| LAB | P/R | PE | 01/05/08 | PR077 | 01/05/08 | 1  | 2008 | 4030 |  | 32.00  | 1,107.52  |
| BRD | P/R | PE | 01/05/08 | PR077 | 01/05/08 | 1  | 2008 | 4040 |  |        | 363.36    |
| LAB | P/R | PE | 01/12/08 | PR078 | 01/12/08 | 1  | 2008 | 4030 |  | 40.00  | 1,384.40  |
| BRD | P/R | PE | 01/12/08 | PR078 | 01/12/08 | 1  | 2008 | 4040 |  |        | 449.13    |
| LAB | P/R | PE | 01/19/08 | PR079 | 01/19/08 | 1  | 2008 | 4030 |  | 40.00  | 1,384.40  |
| BRD | P/R | PE | 01/19/08 | PR079 | 01/19/08 | 1  | 2008 | 4040 |  |        | 449.13    |
| LAB | P/R | PE | 01/26/08 | PR081 | 01/26/08 | 2  | 2008 | 4030 |  | 16.00  | 553.76    |
| BRD | P/R | PE | 01/26/08 | PR081 | 01/26/08 | 2  | 2008 | 4040 |  |        | 179.65    |
| LAB | P/R | PE | 02/09/08 | PR083 | 02/09/08 | 2  | 2008 | 4030 |  | 37.00  | 1,280.57  |
| BRD | P/R | PE | 02/09/08 | PR083 | 02/09/08 | 2  | 2008 | 4040 |  |        | 405.17    |
| LAB | P/R | PE | 02/16/08 | PR085 | 02/16/08 | 2  | 2008 | 4030 |  | 35.00  | 1,211.35  |
| BRD | P/R | PE | 02/16/08 | PR085 | 02/16/08 | 2  | 2008 | 4040 |  |        | 383.31    |
| LAB | P/R | PE | 02/16/08 | PR086 | 02/16/08 | 2  | 2008 | 4030 |  | -35.00 | -1,211.35 |
| BRD | P/R | PE | 02/16/08 | PR086 | 02/16/08 | 2  | 2008 | 4040 |  |        | -383.31   |
| LAB | P/R | PE | 02/16/08 | PR095 | 02/16/08 | 2  | 2008 | 4030 |  | 35.00  | 1,211.35  |
| BRD | P/R | PE | 02/16/08 | PR095 | 02/16/08 | 2  | 2008 | 4040 |  |        | 383.31    |
| LAB | P/R | PE | 02/23/08 | PR096 | 02/23/08 | 2  | 2008 | 4030 |  | 32.00  | 1,107.52  |
| BRD | P/R | PE | 02/23/08 | PR096 | 02/23/08 | 2  | 2008 | 4040 |  |        | 350.47    |
| LAB | P/R | PE | 03/01/08 | PR097 | 03/01/08 | 3  | 2008 | 4030 |  | 40.00  | 1,384.40  |
| BRD | P/R | PE | 03/01/08 | PR097 | 03/01/08 | 3  | 2008 | 4040 |  |        | 438.05    |
| LAB | P/R | PE | 03/08/08 | PR098 | 03/08/08 | 3  | 2008 | 4030 |  | 36.00  | 1,245.96  |
| BRD | P/R | PE | 03/08/08 | PR098 | 03/08/08 | 3  | 2008 | 4040 |  |        | 394.24    |
| LAB | P/R | PE | 03/15/08 | PR099 | 03/15/08 | 3  | 2008 | 4030 |  | 38.00  | 1,315.18  |

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEN  | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

COST 01 420 Project Superintendent (continued)

|     |     |    |          |       |          |  |             |  |  |       |          |
|-----|-----|----|----------|-------|----------|--|-------------|--|--|-------|----------|
| BRD | P/R | PE | 03/15/08 | PR099 | 03/15/08 |  | 3 2008 4040 |  |  |       | 416.17   |
| LAB | P/R | PE | 03/22/08 | PR100 | 03/22/08 |  | 3 2008 4030 |  |  | 33.00 | 1,142.13 |
| BRD | P/R | PE | 03/22/08 | PR100 | 03/22/08 |  | 3 2008 4040 |  |  |       | 361.38   |
| LAB | P/R | PE | 03/29/08 | PR101 | 03/29/08 |  | 4 2008 4030 |  |  | 40.00 | 1,440.00 |
| BRD | P/R | PE | 03/29/08 | PR101 | 03/29/08 |  | 4 2008 4040 |  |  |       | 455.70   |
| LAB | P/R | PE | 04/05/08 | PR105 | 04/05/08 |  | 4 2008 4030 |  |  | 38.00 | 1,368.00 |
| BRD | P/R | PE | 04/05/08 | PR105 | 04/05/08 |  | 4 2008 4040 |  |  |       | 432.91   |
| LAB | P/R | PE | 04/12/08 | PR107 | 04/12/08 |  | 4 2008 4030 |  |  | 38.00 | 1,368.00 |
| BRD | P/R | PE | 04/12/08 | PR107 | 04/12/08 |  | 4 2008 4040 |  |  |       | 432.92   |
| LAB | P/R | PE | 04/19/08 | PR108 | 04/19/08 |  | 4 2008 4030 |  |  | 45.00 | 1,595.50 |
| BRD | P/R | PE | 04/19/08 | PR108 | 04/19/08 |  | 4 2008 4040 |  |  |       | 504.91   |
| LAB | P/R | PE | 04/26/08 | PR109 | 04/26/08 |  | 5 2008 4030 |  |  | 60.00 | 2,090.00 |
| BRD | P/R | PE | 04/26/08 | PR109 | 04/26/08 |  | 5 2008 4040 |  |  |       | 643.65   |
| LAB | P/R | PE | 05/03/08 | PR111 | 05/03/08 |  | 5 2008 4030 |  |  | 40.00 | 1,300.00 |
| BRD | P/R | PE | 05/03/08 | PR111 | 05/03/08 |  | 5 2008 4040 |  |  |       | 380.07   |
| LAB | P/R | PE | 05/10/08 | PR112 | 05/10/08 |  | 5 2008 4030 |  |  | 40.00 | 1,300.00 |
| BRD | P/R | PE | 05/10/08 | PR112 | 05/10/08 |  | 5 2008 4040 |  |  |       | 380.07   |
| LAB | P/R | PE | 05/17/08 | PR113 | 05/17/08 |  | 5 2008 4030 |  |  | 40.00 | 1,300.00 |
| BRD | P/R | PE | 05/17/08 | PR113 | 05/17/08 |  | 5 2008 4040 |  |  |       | 547.52   |
| LAB | P/R | PE | 05/24/08 | PR118 | 05/24/08 |  | 5 2008 4030 |  |  | 40.00 | 1,300.00 |
| BRD | P/R | PE | 05/24/08 | PR118 | 05/24/08 |  | 5 2008 4040 |  |  |       | 260.26   |
| LAB | P/R | PE | 05/31/08 | PR119 | 05/31/08 |  | 6 2008 4030 |  |  | 24.00 | 780.00   |
| BRD | P/R | PE | 05/31/08 | PR119 | 05/31/08 |  | 6 2008 4040 |  |  |       | 151.74   |
| LAB | P/R | PE | 06/07/08 | PR120 | 06/07/08 |  | 6 2008 4030 |  |  | 40.00 | 1,300.00 |
| BRD | P/R | PE | 06/07/08 | PR120 | 06/07/08 |  | 6 2008 4040 |  |  |       | 260.26   |
| LAB | P/R | PE | 06/14/08 | PR122 | 06/14/08 |  | 6 2008 4030 |  |  | 40.00 | 1,300.00 |
| BRD | P/R | PE | 06/14/08 | PR122 | 06/14/08 |  | 6 2008 4040 |  |  |       | 260.26   |
| LAB | P/R | PE | 06/21/08 | PR123 | 06/21/08 |  | 6 2008 4030 |  |  | 37.00 | 1,202.50 |
| BRD | P/R | PE | 06/21/08 | PR123 | 06/21/08 |  | 6 2008 4040 |  |  |       | 239.96   |
| LAB | P/R | PE | 06/28/08 | PR124 | 06/28/08 |  | 7 2008 4030 |  |  | 35.00 | 1,137.50 |
| BRD | P/R | PE | 06/28/08 | PR124 | 06/28/08 |  | 7 2008 4040 |  |  |       | 220.84   |
| LAB | P/R | PE | 07/05/08 | PR126 | 07/05/08 |  | 7 2008 4030 |  |  | 64.00 | 2,056.32 |
| BRD | P/R | PE | 07/05/08 | PR126 | 07/05/08 |  | 7 2008 4040 |  |  |       | 450.43   |
| LAB | P/R | PE | 07/12/08 | PR127 | 07/12/08 |  | 7 2008 4030 |  |  | 80.00 | 2,570.40 |
| BRD | P/R | PE | 07/12/08 | PR127 | 07/12/08 |  | 7 2008 4040 |  |  |       | 570.60   |
| LAB | P/R | PE | 07/19/08 | PR128 | 07/19/08 |  | 7 2008 4030 |  |  | 80.00 | 2,570.40 |
| BRD | P/R | PE | 07/19/08 | PR128 | 07/19/08 |  | 7 2008 4040 |  |  |       | 570.60   |
| LAB | P/R | PE | 07/26/08 | PR130 | 07/26/08 |  | 8 2008 4030 |  |  | 80.00 | 2,570.40 |
| BRD | P/R | PE | 07/26/08 | PR130 | 07/26/08 |  | 8 2008 4040 |  |  |       | 491.39   |
| LAB | P/R | PE | 08/02/08 | PR131 | 08/02/08 |  | 8 2008 4030 |  |  | 80.00 | 2,635.80 |
| BRD | P/R | PE | 08/02/08 | PR131 | 08/02/08 |  | 8 2008 4040 |  |  |       | 504.50   |
| LAB | P/R | PE | 08/09/08 | PR132 | 08/09/08 |  | 8 2008 4030 |  |  | 80.00 | 2,635.80 |
| BRD | P/R | PE | 08/09/08 | PR132 | 08/09/08 |  | 8 2008 4040 |  |  |       | 504.50   |
| LAB | P/R | PE | 08/16/08 | PR133 | 08/16/08 |  | 8 2008 4030 |  |  | 70.00 | 2,294.45 |
| BRD | P/R | PE | 08/16/08 | PR133 | 08/16/08 |  | 8 2008 4040 |  |  |       | 436.19   |

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Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16

Period Range: Job To-Date

## JOB COST DETAIL-BY LINE ITEM

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

COST 01 420 Project Superintendent (continued)

|     |     |    |          |       |          |    |           |  |       |          |
|-----|-----|----|----------|-------|----------|----|-----------|--|-------|----------|
| LAB | P/R | PE | 08/23/08 | PR134 | 08/23/08 | 8  | 2008 4030 |  | 80.00 | 2,635.80 |
| BRD | P/R | PE | 08/23/08 | PR134 | 08/23/08 | 8  | 2008 4040 |  |       | 504.50   |
| LAB | P/R | PE | 08/30/08 | PR135 | 08/30/08 | 9  | 2008 4030 |  | 80.00 | 2,635.80 |
| BRD | P/R | PE | 08/30/08 | PR135 | 08/30/08 | 9  | 2008 4040 |  |       | 504.50   |
| LAB | P/R | PE | 09/06/08 | PR136 | 09/06/08 | 9  | 2008 4030 |  | 81.50 | 2,564.34 |
| BRD | P/R | PE | 09/06/08 | PR136 | 09/06/08 | 9  | 2008 4040 |  |       | 490.54   |
| LAB | P/R | PE | 09/13/08 | PR138 | 09/13/08 | 9  | 2008 4030 |  | 40.00 | 1,270.40 |
| BRD | P/R | PE | 09/13/08 | PR138 | 09/13/08 | 9  | 2008 4040 |  |       | 241.68   |
| LAB | P/R | PE | 09/20/08 | PR140 | 09/20/08 | 9  | 2008 4030 |  | 80.00 | 2,635.80 |
| BRD | P/R | PE | 09/20/08 | PR140 | 09/20/08 | 9  | 2008 4040 |  |       | 504.50   |
| LAB | P/R | PE | 09/27/08 | PR142 | 09/27/08 | 10 | 2008 4030 |  | 52.00 | 1,727.52 |
| BRD | P/R | PE | 09/27/08 | PR142 | 09/27/08 | 10 | 2008 4040 |  |       | 322.85   |
| LAB | P/R | PE | 10/04/08 | PR143 | 10/04/08 | 10 | 2008 4030 |  | 60.00 | 2,000.60 |
| BRD | P/R | PE | 10/04/08 | PR143 | 10/04/08 | 10 | 2008 4040 |  |       | 377.46   |
| LAB | P/R | PE | 10/11/08 | PR149 | 10/11/08 | 10 | 2008 4030 |  | 60.00 | 2,000.60 |
| BRD | P/R | PE | 10/11/08 | PR149 | 10/11/08 | 10 | 2008 4040 |  |       | 377.46   |
| LAB | P/R | PE | 10/18/08 | PR150 | 10/18/08 | 10 | 2008 4030 |  | 20.00 | 635.20   |
| BRD | P/R | PE | 10/18/08 | PR150 | 10/18/08 | 10 | 2008 4040 |  |       | 124.63   |
| LAB | P/R | PE | 10/18/08 | PR151 | 10/18/08 | 10 | 2008 4030 |  | 40.00 | 1,365.40 |
| BRD | P/R | PE | 10/18/08 | PR151 | 10/18/08 | 10 | 2008 4040 |  |       | 262.82   |
| LAB | P/R | PE | 11/04/06 | PR917 | 11/04/06 | 11 | 2006 4030 |  | 6.00  | 183.18   |
| BRD | P/R | PE | 11/04/06 | PR917 | 11/04/06 | 11 | 2006 4040 |  |       | 62.32    |
| LAB | P/R | PE | 11/11/06 | PR918 | 11/11/06 | 11 | 2006 4030 |  | 26.00 | 793.78   |
| BRD | P/R | PE | 11/11/06 | PR918 | 11/11/06 | 11 | 2006 4040 |  |       | 269.96   |
| LAB | P/R | PE | 11/18/06 | PR919 | 11/18/06 | 11 | 2006 4030 |  | 24.00 | 732.72   |
| BRD | P/R | PE | 11/18/06 | PR919 | 11/18/06 | 11 | 2006 4040 |  |       | 249.21   |
| LAB | P/R | PE | 11/25/06 | PR921 | 11/25/06 | 12 | 2006 4030 |  | 26.00 | 468.00   |
| BRD | P/R | PE | 11/25/06 | PR921 | 11/25/06 | 12 | 2006 4040 |  |       | 151.74   |
| LAB | P/R | PE | 12/02/06 | PR922 | 12/02/06 | 12 | 2006 4030 |  | 34.00 | 740.00   |
| BRD | P/R | PE | 12/02/06 | PR922 | 12/02/06 | 12 | 2006 4040 |  |       | 239.89   |
| LAB | P/R | PE | 12/09/06 | PR925 | 12/09/06 | 12 | 2006 4030 |  | 40.00 | 1,040.00 |
| BRD | P/R | PE | 12/09/06 | PR925 | 12/09/06 | 12 | 2006 4040 |  |       | 337.11   |
| LAB | P/R | PE | 12/16/06 | PR926 | 12/16/06 | 12 | 2006 4030 |  | 40.00 | 1,040.00 |
| BRD | P/R | PE | 12/16/06 | PR926 | 12/16/06 | 12 | 2006 4040 |  |       | 337.11   |
| LAB | P/R | PE | 12/23/06 | PR930 | 12/23/06 | 12 | 2006 4030 |  | 40.00 | 1,040.00 |
| BRD | P/R | PE | 12/23/06 | PR930 | 12/23/06 | 12 | 2006 4040 |  |       | 337.11   |
| LAB | P/R | PE | 12/30/06 | PR933 | 12/30/06 | 1  | 2007 4030 |  | 32.00 | 832.00   |
| BRD | P/R | PE | 12/30/06 | PR933 | 12/30/06 | 1  | 2007 4040 |  |       | 286.66   |
| LAB | P/R | PE | 03/03/07 | PR960 | 03/03/07 | 3  | 2007 4030 |  | 4.00  | 132.00   |
| BRD | P/R | PE | 03/03/07 | PR960 | 03/03/07 | 3  | 2007 4040 |  |       | 44.42    |
| LAB | P/R | PE | 03/10/07 | PR961 | 03/10/07 | 3  | 2007 4030 |  | 8.00  | 264.00   |
| BRD | P/R | PE | 03/10/07 | PR961 | 03/10/07 | 3  | 2007 4040 |  |       | 88.84    |
| LAB | P/R | PE | 03/17/07 | PR964 | 03/17/07 | 3  | 2007 4030 |  | 32.00 | 1,056.00 |
| BRD | P/R | PE | 03/17/07 | PR964 | 03/17/07 | 3  | 2007 4040 |  |       | 355.42   |
| LAB | P/R | PE | 03/24/07 | PR965 | 03/24/07 | 3  | 2007 4030 |  | 40.00 | 1,320.00 |

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Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16 Period Range: Job To-Date

| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

COST 01 420 Project Superintendent (continued)

|     |     |    |          |       |          |  |             |  |       |  |          |
|-----|-----|----|----------|-------|----------|--|-------------|--|-------|--|----------|
| BRD | P/R | PE | 03/24/07 | PR965 | 03/24/07 |  | 3 2007 4040 |  |       |  | 444.30   |
| LAB | P/R | PE | 03/31/07 | PR970 | 03/31/07 |  | 4 2007 4030 |  | 40.00 |  | 1,320.00 |
| BRD | P/R | PE | 03/31/07 | PR970 | 03/31/07 |  | 4 2007 4040 |  |       |  | 444.30   |
| LAB | P/R | PE | 04/07/07 | PR972 | 04/07/07 |  | 4 2007 4030 |  | 36.00 |  | 1,188.00 |
| BRD | P/R | PE | 04/07/07 | PR972 | 04/07/07 |  | 4 2007 4040 |  |       |  | 399.87   |
| LAB | P/R | PE | 04/14/07 | PR973 | 04/14/07 |  | 4 2007 4030 |  | 40.00 |  | 1,320.00 |
| BRD | P/R | PE | 04/14/07 | PR973 | 04/14/07 |  | 4 2007 4040 |  |       |  | 444.30   |
| LAB | P/R | PE | 04/21/07 | PR974 | 04/21/07 |  | 4 2007 4030 |  | 40.00 |  | 1,320.00 |
| BRD | P/R | PE | 04/21/07 | PR974 | 04/21/07 |  | 4 2007 4040 |  |       |  | 444.30   |
| LAB | P/R | PE | 04/28/07 | PR978 | 04/28/07 |  | 5 2007 4030 |  | 40.00 |  | 1,320.00 |
| BRD | P/R | PE | 04/28/07 | PR978 | 04/28/07 |  | 5 2007 4040 |  |       |  | 422.55   |
| LAB | P/R | PE | 05/05/07 | PR979 | 05/05/07 |  | 5 2007 4030 |  | 40.00 |  | 1,320.00 |
| BRD | P/R | PE | 05/05/07 | PR979 | 05/05/07 |  | 5 2007 4040 |  |       |  | 422.55   |
| LAB | P/R | PE | 05/12/07 | PR982 | 05/12/07 |  | 5 2007 4030 |  | 32.00 |  | 1,056.00 |
| BRD | P/R | PE | 05/12/07 | PR982 | 05/12/07 |  | 5 2007 4040 |  |       |  | 338.04   |
| LAB | P/R | PE | 05/19/07 | PR983 | 05/19/07 |  | 5 2007 4030 |  | 40.00 |  | 1,320.00 |
| BRD | P/R | PE | 05/19/07 | PR983 | 05/19/07 |  | 5 2007 4040 |  |       |  | 422.55   |
| LAB | P/R | PE | 05/26/07 | PR993 | 05/26/07 |  | 6 2007 4030 |  | 37.00 |  | 1,221.00 |
| BRD | P/R | PE | 05/26/07 | PR993 | 05/26/07 |  | 6 2007 4040 |  |       |  | 390.85   |
| LAB | P/R | PE | 06/02/07 | PR994 | 06/02/07 |  | 6 2007 4030 |  | 40.00 |  | 1,320.00 |
| BRD | P/R | PE | 06/02/07 | PR994 | 06/02/07 |  | 6 2007 4040 |  |       |  | 420.51   |
| LAB | P/R | PE | 06/09/07 | PR996 | 06/09/07 |  | 6 2007 4030 |  | 40.00 |  | 1,320.00 |
| BRD | P/R | PE | 06/09/07 | PR996 | 06/09/07 |  | 6 2007 4040 |  |       |  | 406.18   |
| LAB | P/R | PE | 06/16/07 | PR998 | 06/16/07 |  | 6 2007 4030 |  | 32.00 |  | 1,056.00 |
| BRD | P/R | PE | 06/16/07 | PR998 | 06/16/07 |  | 6 2007 4040 |  |       |  | 324.94   |

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3,997.50 167,991.60

COST 01 425 Auto Expenses

|     |                           |       |          |         |        |             |  |  |  |  |        |
|-----|---------------------------|-------|----------|---------|--------|-------------|--|--|--|--|--------|
| OTH | Mileage Reimbursement     | AP002 | 03/24/09 | 090324  | PLONIC | 3 2009 4060 |  |  |  |  | 36.30  |
| EQP | Equip Usage-J Anderson    | AP013 | 04/30/07 | 0704a   | CENLEA | 4 2007 4020 |  |  |  |  | 595.00 |
| EQP | Equip Usage-G Bennett     | AP013 | 04/30/07 | 0704b   | CENLEA | 4 2007 4020 |  |  |  |  | 122.03 |
| EQP | Equip Usage-W Bettis      | AP013 | 04/30/07 | 0704t   | CENLEA | 4 2007 4020 |  |  |  |  | 499.36 |
| OTH | Reimbursement             | AP026 | 06/07/08 | 080607  | CRECON | 6 2008 4060 |  |  |  |  | 11.36  |
| OTH | Reimbursement             | AP026 | 06/07/08 | 080607  | CRECON | 6 2008 4060 |  |  |  |  | 2.53   |
| EQP | Equip Usage-W Bettis      | AP027 | 09/30/06 | 0609c   | CENLEA | 9 2006 4020 |  |  |  |  | 42.63  |
| OTH | 4856200205255238 Gene B.  | AP028 | 09/04/07 | 070904k | WFBUS  | 9 2007 4060 |  |  |  |  | 72.34  |
| OTH | 4856200205255238 Gene B.  | AP028 | 09/04/07 | 070904k | WFBUS  | 9 2007 4060 |  |  |  |  | 65.82  |
| OTH | 4856200208135502 Jon A    | AP028 | 09/04/07 | 070904x | WFBUS  | 9 2007 4060 |  |  |  |  | 58.27  |
| OTH | 4856200208135502 Jon A    | AP028 | 09/04/07 | 070904x | WFBUS  | 9 2007 4060 |  |  |  |  | 51.67  |
| OTH | 4856200208135502 Jon A    | AP028 | 09/04/07 | 070904x | WFBUS  | 9 2007 4060 |  |  |  |  | 50.06  |
| OTH | 4856200208135502 Jon A    | AP028 | 09/04/07 | 070904x | WFBUS  | 9 2007 4060 |  |  |  |  | 57.29  |
| OTH | 4856200208520497 Wes      | AP028 | 09/04/07 | 0709jj  | WFBUS  | 9 2007 4060 |  |  |  |  | 52.00  |
| OTH | 4856200208520497 Wes      | AP028 | 09/04/07 | 0709jj  | WFBUS  | 9 2007 4060 |  |  |  |  | 29.44  |
| OTH | VOID INV-Creative Concret | AP047 | 06/07/08 | 080607  | CRECON | 6 2008 4060 |  |  |  |  | -11.36 |
| OTH | VOID INV-Creative Concret | AP047 | 06/07/08 | 080607  | CRECON | 6 2008 4060 |  |  |  |  | -2.53  |

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Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 060675 thru 060675

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## JOB COST DETAIL-BY LINE ITEM

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |               |             |                  |        |              |  |  |  |        |
|------|-----|---------------------------|---------------|-------------|------------------|--------|--------------|--|--|--|--------|
| COST | 01  | 425                       | Auto Expenses | (continued) |                  |        |              |  |  |  |        |
|      | OTH | Reimbursement             |               | AP048       | 06/07/08 080607  | CREACO | 6 2008 4060  |  |  |  | 11.36  |
|      | OTH | Reimbursement             |               | AP048       | 06/07/08 080607  | CREACO | 6 2008 4060  |  |  |  | 2.53   |
|      | OTH | Windshield Petra #136     |               | AP059       | 04/25/07 2184697 | CASAUT | 4 2007 4020  |  |  |  | 46.36  |
|      | OTH | Reimbursement             |               | AP088       | 06/14/08 080614  | CREACO | 6 2008 4060  |  |  |  | 2.53   |
|      | OTH | Reimbursement             |               | AP088       | 06/14/08 080614  | CREACO | 6 2008 4060  |  |  |  | 2.53   |
|      | OTH | Reimbursement             |               | AP122       | 06/16/08 080616a | MIRALI | 6 2008 4060  |  |  |  | 4.00   |
|      | OTH | Mileage Reimbursement     |               | AP123       | 02/09/08 080209  | CREACO | 2 2008 4060  |  |  |  | 11.11  |
|      | OTH | Mileage Reimbursement     |               | AP123       | 02/09/08 080209  | CREACO | 2 2008 4060  |  |  |  | 2.53   |
|      | OTH | Mileage WBL/MCH           |               | AP143       | 11/11/08 081111  | PLONIC | 11 2008 4060 |  |  |  | 5.85   |
|      | EQP | Petra #104-Gene B.        |               | AP146       | 04/01/09 0904D   | CENLEA | 4 2009 4020  |  |  |  | 153.30 |
|      | EQP | Petra#146-Tom C           |               | AP146       | 04/01/09 0904PP  | CENLEA | 4 2009 4020  |  |  |  | 385.53 |
|      | OTH | 4798531205483201 BENNETT  |               | AP149       | 06/10/08 080610K | USBANK | 6 2008 4060  |  |  |  | 57.89  |
|      | OTH | 4798531205483201 BENNETT  |               | AP149       | 06/10/08 080610K | USBANK | 6 2008 4060  |  |  |  | 75.00  |
|      | OTH | 4798531205483201 BENNETT  |               | AP149       | 06/10/08 080610K | USBANK | 6 2008 4060  |  |  |  | 61.07  |
|      | OTH | 4798531205483144 TREPAGNI |               | AP149       | 06/10/08 080610L | USBANK | 6 2008 4060  |  |  |  | 49.39  |
|      | OTH | 4798531205485909 COUGHLIN |               | AP149       | 06/10/08 080610Z | USBANK | 6 2008 4060  |  |  |  | 95.00  |
|      | OTH | 4798531205486279 VAUGHAN  |               | AP149       | 06/10/08 0806XX  | USBANK | 6 2008 4060  |  |  |  | 75.00  |
|      | OTH | 4798531205486279 VAUGHAN  |               | AP149       | 06/10/08 0806XX  | USBANK | 6 2008 4060  |  |  |  | 100.00 |
|      | OTH | 4798531205486279 VAUGHAN  |               | AP149       | 06/10/08 0806XX  | USBANK | 6 2008 4060  |  |  |  | 80.00  |
|      | OTH | 4798531205486279 VAUGHAN  |               | AP149       | 06/10/08 0806XX  | USBANK | 6 2008 4060  |  |  |  | 75.00  |
|      | OTH | 4798531205486279 VAUGHAN  |               | AP149       | 06/10/08 0806XX  | USBANK | 6 2008 4060  |  |  |  | 75.00  |
|      | OTH | EQUIP USAGE VAUGHN        |               | AP151       | 06/15/08 0806CC  | CENLEA | 6 2008 4060  |  |  |  | 568.00 |
|      | OTH | EQUIP USAGE BENNETT G.    |               | AP151       | 06/15/08 0806D   | CENLEA | 6 2008 4060  |  |  |  | 370.48 |
|      | OTH | EQUIP USAGE COUGHLIN      |               | AP151       | 06/15/08 0806PP  | CENLEA | 6 2008 4060  |  |  |  | 642.93 |
|      | OTH | EQUIP USAGE BRITAIN       |               | AP151       | 06/15/08 0806Q   | CENLEA | 6 2008 4060  |  |  |  | 6.67   |
|      | OTH | Mileage Reimbursement     |               | AP167       | 02/16/08 080216  | CREACO | 2 2008 4060  |  |  |  | 2.52   |
|      | EQP | EQUIP USAGE G. BENNETT    |               | AP169       | 02/15/08 0802D   | CENLEA | 2 2008 4020  |  |  |  | 154.85 |
|      | EQP | EQUIP USAGE J. ANDERSON   |               | AP169       | 02/15/08 0802G   | CENLEA | 2 2008 4020  |  |  |  | 825.00 |
|      | EQP | EQUIP USAGE T. COUGHLIN   |               | AP169       | 02/15/08 0802PP  | CENLEA | 2 2008 4020  |  |  |  | 289.08 |
|      | EQP | 4856200208031768 Jerry D. |               | AP180       | 01/03/07 070103w | WFBUS  | 1 2007 4020  |  |  |  | 63.00  |
|      | EQP | 4856200208031768 Jerry D. |               | AP180       | 01/03/07 070103w | WFBUS  | 1 2007 4020  |  |  |  | 40.00  |
|      | EQP | 4856200208031768 Jerry D. |               | AP180       | 01/03/07 070103w | WFBUS  | 1 2007 4020  |  |  |  | 66.00  |
|      | EQP | 4856200208031768 Jerry D. |               | AP180       | 01/03/07 070103w | WFBUS  | 1 2007 4020  |  |  |  | 55.00  |
|      | EQP | 4856200208031768 Jerry D. |               | AP180       | 01/03/07 070103w | WFBUS  | 1 2007 4020  |  |  |  | 71.00  |
|      | EQP | 4856200208562317 John B.  |               | AP180       | 01/03/07 0701aa  | WFBUS  | 1 2007 4020  |  |  |  | 62.64  |
|      | EQP | 4856200208520497 Wes      |               | AP180       | 01/03/07 0701jj  | WFBUS  | 1 2007 4020  |  |  |  | 8.20   |
|      | EQP | 4856200208520497 Wes      |               | AP180       | 01/03/07 0701jj  | WFBUS  | 1 2007 4020  |  |  |  | 8.21   |
|      | EQP | 4856200208520497 Wes      |               | AP180       | 01/03/07 0701jj  | WFBUS  | 1 2007 4020  |  |  |  | 9.00   |
|      | EQP | 4856200208513765 Brian W. |               | AP180       | 01/03/07 0701kk  | WFBUS  | 1 2007 4020  |  |  |  | 62.67  |
|      | OTH | 4798531205485917 Pat C.   |               | AP182       | 11/01/08 0811aa  | USBANK | 11 2008 4060 |  |  |  | 106.92 |
|      | OTH | 4798531205485917 Pat C.   |               | AP182       | 11/01/08 0811aa  | USBANK | 11 2008 4060 |  |  |  | 15.00  |
|      | OTH | 4798531205483201 Gene B.  |               | AP182       | 11/01/08 0811k   | USBANK | 11 2008 4060 |  |  |  | 74.46  |
|      | OTH | 4798531205483201 Gene B.  |               | AP182       | 11/01/08 0811k   | USBANK | 11 2008 4060 |  |  |  | 19.95  |
|      | OTH | 4798531205483201 Gene B.  |               | AP182       | 11/01/08 0811k   | USBANK | 11 2008 4060 |  |  |  | 60.64  |
|      | OTH | 4798531205483144 Scott T  |               | AP182       | 11/01/08 0811l   | USBANK | 11 2008 4060 |  |  |  | 46.90  |

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Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16

Period Range: Job To-Date

## JOB COST DETAIL-BY LINE ITEM

(job history only)

Report Code: 28.81

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |               |             |          |         |        |    |      |      |  |  |        |
|------|-----|---------------------------|---------------|-------------|----------|---------|--------|----|------|------|--|--|--------|
| COST | 01  | 425                       | Auto Expenses | (continued) |          |         |        |    |      |      |  |  |        |
|      | OTH | 4798531205486279          | Jack          | AP182       | 11/01/08 | 0811yy  | USBANK | 11 | 2008 | 4060 |  |  | 96.00  |
|      | OTH | 4798531205486279          | Jack          | AP182       | 11/01/08 | 0811yy  | USBANK | 11 | 2008 | 4060 |  |  | 80.00  |
|      | OTH | 4798531205486279          | Jack          | AP182       | 11/01/08 | 0811yy  | USBANK | 11 | 2008 | 4060 |  |  | 69.00  |
|      | OTH | 4798531205485909          | Tom C.        | AP182       | 11/01/08 | 0811z   | USBANK | 11 | 2008 | 4060 |  |  | 75.00  |
|      | OTH | 4798531205485909          | Tom C.        | AP182       | 11/01/08 | 0811z   | USBANK | 11 | 2008 | 4060 |  |  | 49.25  |
|      | OTH | MCH                       |               | AP190       | 06/28/08 | 080628  | CREACO | 7  | 2008 | 4060 |  |  | 5.05   |
|      | OTH | 4856200205258238          | Gene B.       | AP196       | 02/01/08 | 080201k | WFBUS  | 2  | 2008 | 4060 |  |  | 61.35  |
|      | OTH | 4856200208656457          | Scott         | AP196       | 02/01/08 | 080201l | WFBUS  | 2  | 2008 | 4060 |  |  | 41.99  |
|      | OTH | 4856200208135502          | Jon A.        | AP196       | 02/01/08 | 080201x | WFBUS  | 2  | 2008 | 4060 |  |  | 14.90  |
|      | OTH | 4856200208135502          | Jon A.        | AP196       | 02/01/08 | 080201x | WFBUS  | 2  | 2008 | 4060 |  |  | 60.46  |
|      | OTH | 4856200208135502          | Jon A.        | AP196       | 02/01/08 | 080201x | WFBUS  | 2  | 2008 | 4060 |  |  | 10.00  |
|      | OTH | 4856200208135502          | Jon A.        | AP196       | 02/01/08 | 080201x | WFBUS  | 2  | 2008 | 4060 |  |  | 59.15  |
|      | OTH | Vehicle Usage-J. Vaughan  |               | AP197       | 11/15/08 | 0811CC  | CENLEA | 11 | 2008 | 4060 |  |  | 113.60 |
|      | OTH | Vehicle Usage-G. Bennett  |               | AP197       | 11/15/08 | 0811D   | CENLEA | 11 | 2008 | 4060 |  |  | 667.31 |
|      | OTH | Vehicle Usage-S. Trepagni |               | AP197       | 11/15/08 | 0811II  | CENLEA | 11 | 2008 | 4060 |  |  | 223.08 |
|      | OTH | Vehicle Usage-T. Coughlin |               | AP197       | 11/15/08 | 0811PP  | CENLEA | 11 | 2008 | 4060 |  |  | 278.85 |
|      | OTH | Vehicle Usage- P. Child   |               | AP197       | 11/15/08 | 0811Y   | CENLEA | 11 | 2008 | 4060 |  |  | 306.50 |
|      | OTH | 4856200208135502          | Jon A.        | AP202       | 05/02/07 | 070502x | WFBUS  | 5  | 2007 | 4060 |  |  | 49.65  |
|      | OTH | 4856200208135502          | Jon A.        | AP202       | 05/02/07 | 070502x | WFBUS  | 5  | 2007 | 4060 |  |  | 53.82  |
|      | OTH | 4856200208135502          | Jon A.        | AP202       | 05/02/07 | 070502x | WFBUS  | 5  | 2007 | 4060 |  |  | 25.42  |
|      | OTH | 4856200208135502          | Jon A.        | AP202       | 05/02/07 | 070502x | WFBUS  | 5  | 2007 | 4060 |  |  | 75.00  |
|      | OTH | 4856200208135502          | Jon A.        | AP202       | 05/02/07 | 070502x | WFBUS  | 5  | 2007 | 4060 |  |  | 71.45  |
|      | OTH | 4856200208135502          | Jon A.        | AP202       | 05/02/07 | 070502x | WFBUS  | 5  | 2007 | 4060 |  |  | 57.81  |
|      | OTH | 4856200208520497          | Wes           | AP202       | 05/02/07 | 0705jj  | WFBUS  | 5  | 2007 | 4060 |  |  | 59.00  |
|      | OTH | Reimbursement 2/23        |               | AP204       | 02/23/08 | 80223   | CREACO | 2  | 2008 | 4060 |  |  | 2.53   |
|      | EQP | Equip Usage-W Bettis      |               | AP206       | 10/31/06 | 0610c   | CENLEA | 10 | 2006 | 4020 |  |  | 106.84 |
|      | EQP | Equip Usage-G Britain     |               | AP206       | 10/31/06 | 0610d   | CENLEA | 10 | 2006 | 4020 |  |  | 43.71  |
|      | OTH | MCH ARCHITECT             |               | AP214       | 07/03/08 | 080703  | ALVMAR | 7  | 2008 | 4060 |  |  | 10.53  |
|      | EQP | Equip Usage-J Anderson    |               | AP216       | 05/31/07 | 0705a   | CENLEA | 5  | 2007 | 4020 |  |  | 565.25 |
|      | OTH | Reimbursement             |               | AP216       | 07/05/08 | 080705  | CREACO | 7  | 2008 | 4060 |  |  | 2.93   |
|      | EQP | Equip Usage-W Bettis      |               | AP216       | 05/31/07 | 0705aa  | CENLEA | 5  | 2007 | 4020 |  |  | 454.45 |
|      | EQP | Equip Usage-G Bennett     |               | AP216       | 05/31/07 | 0705b   | CENLEA | 5  | 2007 | 4020 |  |  | 96.27  |
|      | EQP | EQUIP USAGE J. ANDERSON   |               | AP221       | 10/15/07 | 0710A   | CENLEA | 10 | 2007 | 4020 |  |  | 595.00 |
|      | EQP | EQUIP USAGE G. BENNETT    |               | AP221       | 10/15/07 | 0710B   | CENLEA | 10 | 2007 | 4020 |  |  | 43.65  |
|      | EQP | EQUIP USAGE W. BETTIS     |               | AP221       | 10/15/07 | 0710BB  | CENLEA | 10 | 2007 | 4020 |  |  | 595.00 |
|      | EQP | EQUIP USAGE G. BRITAIN    |               | AP221       | 10/15/07 | 0710E   | CENLEA | 10 | 2007 | 4020 |  |  | 3.13   |
|      | OTH | 4856200205255238          | Gene B.       | AP229       | 10/03/07 | 071003k | WFBUS  | 10 | 2007 | 4060 |  |  | 61.15  |
|      | OTH | 4856200205255238          | Gene B.       | AP229       | 10/03/07 | 071003k | WFBUS  | 10 | 2007 | 4060 |  |  | 30.91  |
|      | OTH | 4856200208135502          | Jon A.        | AP229       | 10/03/07 | 071003x | WFBUS  | 10 | 2007 | 4060 |  |  | 33.03  |
|      | OTH | 4856200208135502          | Jon A.        | AP229       | 10/03/07 | 071003x | WFBUS  | 10 | 2007 | 4060 |  |  | 53.98  |
|      | OTH | 4856200208135502          | Jon A.        | AP229       | 10/03/07 | 071003x | WFBUS  | 10 | 2007 | 4060 |  |  | 73.58  |
|      | OTH | 4856200208135502          | Jon A.        | AP229       | 10/03/07 | 071003x | WFBUS  | 10 | 2007 | 4060 |  |  | 10.00  |
|      | OTH | 4856200208520497          | Wes           | AP229       | 10/03/07 | 0710jj  | WFBUS  | 10 | 2007 | 4060 |  |  | 53.00  |
|      | OTH | 4856200208520497          | Wes           | AP229       | 10/03/07 | 0710jj  | WFBUS  | 10 | 2007 | 4060 |  |  | 15.00  |
|      | EQP | Equip Usage-G Bennett     |               | AP230       | 01/31/07 | 0701b   | CENLEA | 1  | 2007 | 4020 |  |  | 84.39  |

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |    |     |                            |             |          |         |        |    |      |      |  |  |        |
|------|----|-----|----------------------------|-------------|----------|---------|--------|----|------|------|--|--|--------|
| COST | 01 | 425 | Auto Expenses              | (continued) |          |         |        |    |      |      |  |  |        |
| EQP  |    |     | Equip Usage-J Britain      | AP230       | 01/31/07 | 0701d   | CENLEA | 1  | 2007 | 4020 |  |  | 6.62   |
| EQP  |    |     | Equip Usage-J Dillon       | AP230       | 01/31/07 | 0701g   | CENLEA | 1  | 2007 | 4020 |  |  | 123.53 |
| EQP  |    |     | Equip Usage-W Bettis       | AP230       | 01/31/07 | 0701z   | CENLEA | 1  | 2007 | 4020 |  |  | 252.66 |
| OTH  |    |     | Reimbursement              | AP253       | 07/12/08 | 080712  | CREACO | 7  | 2008 | 4060 |  |  | 2.93   |
| OTH  |    |     | Reimbursement              | AP253       | 07/12/08 | 080712  | CREACO | 7  | 2008 | 4060 |  |  | 2.92   |
| EQP  |    |     | 4856200208520497 Wes       | AP259       | 10/03/06 | 0610jj  | WFBUS  | 10 | 2006 | 4020 |  |  | 8.01   |
| EQP  |    |     | 4856200208520497 Wes       | AP259       | 10/03/06 | 0610jj  | WFBUS  | 10 | 2006 | 4020 |  |  | 8.92   |
| OTH  |    |     | EQUIP USAGE J. VAUGHN      | AP263       | 07/15/08 | 0807CC  | CENLEA | 7  | 2008 | 4060 |  |  | 568.00 |
| OTH  |    |     | EQUIP USAGE G. BENNETT     | AP263       | 07/15/08 | 0807D   | CENLEA | 7  | 2008 | 4060 |  |  | 438.00 |
| OTH  |    |     | EQUIP USAGE T. COUGHLIN    | AP263       | 07/15/08 | 0807PP  | CENLEA | 7  | 2008 | 4060 |  |  | 644.87 |
| OTH  |    |     | EQUIP USAGE P. CHILDS      | AP263       | 07/15/08 | 0807Y   | CENLEA | 7  | 2008 | 4060 |  |  | 129.05 |
| OTH  |    |     | Reimbursement              | AP276       | 02/29/08 | 080229  | CRECON | 3  | 2008 | 4060 |  |  | 11.11  |
| OTH  |    |     | MCH                        | AP282       | 07/05/08 | 1405675 | JIFLUB | 7  | 2008 | 4060 |  |  | 35.98  |
| OTH  |    |     | VOID INV-Creative Concret  | AP285       | 02/29/08 | 080229  | CRECON | 3  | 2008 | 4060 |  |  | -11.11 |
| OTH  |    |     | Reimbursement              | AP286       | 02/29/08 | 080229  | CREACO | 3  | 2008 | 4060 |  |  | 11.11  |
| OTH  |    |     | 4798531205483201 G.BENNETT | AP292       | 05/01/09 | 0905K   | USBANK | 5  | 2009 | 4060 |  |  | 38.84  |
| OTH  |    |     | 4798531205485909 T.COUGHL  | AP292       | 05/01/09 | 0905Z   | USBANK | 5  | 2009 | 4060 |  |  | 27.25  |
| EQP  |    |     | 104-Gene B                 | AP314       | 05/01/09 | 0905D   | CENLEA | 5  | 2009 | 4020 |  |  | 81.76  |
| EQP  |    |     | 146-Tom C                  | AP314       | 05/01/09 | 0905PP  | CENLEA | 5  | 2009 | 4020 |  |  | 253.50 |
| OTH  |    |     | 4798531205485909 COUGHLIN  | AP314       | 07/09/08 | 0807Z   | USBANK | 7  | 2008 | 4060 |  |  | 75.00  |
| OTH  |    |     | 4798531205485909 COUGHLIN  | AP314       | 07/09/08 | 0807Z   | USBANK | 7  | 2008 | 4060 |  |  | 75.00  |
| OTH  |    |     | 4798531205483201 BENNETT   | AP315       | 07/09/08 | 0807K   | USBANK | 7  | 2008 | 4060 |  |  | 8.00   |
| OTH  |    |     | 4798531205483201 BENNETT   | AP315       | 07/09/08 | 0807K   | USBANK | 7  | 2008 | 4060 |  |  | 34.95  |
| OTH  |    |     | 4798531205483201 BENNETT   | AP315       | 07/09/08 | 0807K   | USBANK | 7  | 2008 | 4060 |  |  | 67.37  |
| OTH  |    |     | Petra #120                 | AP319       | 10/23/07 | 1151    | WATAUT | 11 | 2007 | 4060 |  |  | 569.56 |
| OTH  |    |     | 4798531205483201 Gene B.   | AP325       | 12/01/08 | 0812k   | USBANK | 12 | 2008 | 4060 |  |  | 38.52  |
| OTH  |    |     | 4798531205486279 Jack      | AP325       | 12/01/08 | 0812yy  | USBANK | 12 | 2008 | 4060 |  |  | 66.00  |
| OTH  |    |     | 4798531205486279 Jack      | AP325       | 12/01/08 | 0812yy  | USBANK | 12 | 2008 | 4060 |  |  | 55.00  |
| OTH  |    |     | 4798531205486279 Jack      | AP325       | 12/01/08 | 0812yy  | USBANK | 12 | 2008 | 4060 |  |  | 40.50  |
| OTH  |    |     | 4798531205485909 Tom       | AP325       | 12/01/08 | 0812z   | USBANK | 12 | 2008 | 4060 |  |  | 42.75  |
| OTH  |    |     | Mileage Reimbursement      | AP339       | 07/19/08 | 080719  | ALVMAR | 7  | 2008 | 4060 |  |  | 2.93   |
| OTH  |    |     | Vehicle Usage-Gene B.      | AP347       | 12/01/08 | 0812D   | CENLEA | 12 | 2008 | 4060 |  |  | 292.00 |
| OTH  |    |     | Vehicle Usage-Tom C.       | AP347       | 12/01/08 | 0812PP  | CENLEA | 12 | 2008 | 4060 |  |  | 443.63 |
| OTH  |    |     | Vehicle Usage-Jerry B.     | AP347       | 12/01/08 | 0812RR  | CENLEA | 12 | 2008 | 4060 |  |  | 8.55   |
| OTH  |    |     | Reimbursement              | AP351       | 03/08/08 | 080308  | CREACO | 3  | 2008 | 4060 |  |  | 2.53   |
| OTH  |    |     | Reimbursement              | AP351       | 03/08/08 | 080308  | CREACO | 3  | 2008 | 4060 |  |  | 2.53   |
| OTH  |    |     | 4798531205485917 CHILD P.  | AP351       | 07/09/08 | 0807AA  | USBANK | 7  | 2008 | 4060 |  |  | 99.00  |
| OTH  |    |     | 4798531205485917 CHILD P.  | AP351       | 07/09/08 | 0807AA  | USBANK | 7  | 2008 | 4060 |  |  | 14.82  |
| OTH  |    |     | 4798531205486279 VAUGHN    | AP358       | 07/09/08 | 0807XX  | USBANK | 7  | 2008 | 4060 |  |  | 80.00  |
| OTH  |    |     | 4798531205486279 VAUGHN    | AP358       | 07/09/08 | 0807XX  | USBANK | 7  | 2008 | 4060 |  |  | 80.00  |
| OTH  |    |     | 4798531205486279 VAUGHN    | AP358       | 07/09/08 | 0807XX  | USBANK | 7  | 2008 | 4060 |  |  | 75.00  |
| OTH  |    |     | 4798531205486279 VAUGHN    | AP358       | 07/09/08 | 0807XX  | USBANK | 7  | 2008 | 4060 |  |  | 60.00  |
| OTH  |    |     | 4798531205486279 VAUGHN    | AP358       | 07/09/08 | 0807XX  | USBANK | 7  | 2008 | 4060 |  |  | 60.00  |
| OTH  |    |     | 4798531205486279 VAUGHN    | AP358       | 07/09/08 | 0807XX  | USBANK | 7  | 2008 | 4060 |  |  | 75.00  |
| OTH  |    |     | 485620020525238 Gene B.    | AP386       | 06/01/07 | 070601k | WFBUS  | 6  | 2007 | 4060 |  |  | 13.95  |



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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |               |       |          |         |        |    |      |      |  |  |        |
|------|-----|---------------------------|---------------|-------|----------|---------|--------|----|------|------|--|--|--------|
| COST | 01  | 425                       | Auto Expenses |       |          |         |        |    |      |      |  |  |        |
|      |     |                           | (continued)   |       |          |         |        |    |      |      |  |  |        |
|      | OTH | 4856200205255238          | Gene B.       | AP386 | 06/01/07 | 070601k | WFBUS  | 6  | 2007 | 4060 |  |  | 76.36  |
|      | OTH | 4856200205255238          | Gene B.       | AP386 | 06/01/07 | 070601k | WFBUS  | 6  | 2007 | 4060 |  |  | 79.17  |
|      | OTH | 4856200208135502          | Jon A         | AP386 | 06/01/07 | 070601x | WFBUS  | 6  | 2007 | 4060 |  |  | 10.00  |
|      | OTH | 4856200208135502          | Jon A         | AP386 | 06/01/07 | 070601x | WFBUS  | 6  | 2007 | 4060 |  |  | 50.39  |
|      | OTH | 4856200208135502          | Jon A         | AP386 | 06/01/07 | 070601x | WFBUS  | 6  | 2007 | 4060 |  |  | 55.31  |
|      | OTH | 4856200208135502          | Jon A         | AP386 | 06/01/07 | 070601x | WFBUS  | 6  | 2007 | 4060 |  |  | 10.00  |
|      | OTH | 4856200208520497          | Wes           | AP386 | 06/01/07 | 0706jj  | WFBUS  | 6  | 2007 | 4060 |  |  | 58.60  |
|      | OTH | Petra #146                |               | AP393 | 05/30/09 | 1711324 | JIFLUB | 6  | 2009 | 4060 |  |  | 18.33  |
|      | OTH | Reimbursement             |               | AP397 | 03/15/08 | 080315  | CRECON | 3  | 2008 | 4060 |  |  | 2.53   |
|      | OTH | Reimbursement             |               | AP405 | 03/17/08 | 080317a | MIRALI | 3  | 2008 | 4060 |  |  | 3.03   |
|      | EQP | Equip Usage-G Bennett     |               | AP406 | 06/30/06 | 060630b | CENLEA | 6  | 2006 | 4020 |  |  | 12.73  |
|      | EQP | EQUIP USAGE J. ANDERSON   |               | AP416 | 11/15/07 | 0711A   | CENLEA | 11 | 2007 | 4020 |  |  | 312.37 |
|      | EQP | EQUIP USAGE G. BENNETT    |               | AP416 | 11/15/07 | 0711B   | CENLEA | 11 | 2007 | 4020 |  |  | 53.35  |
|      | EQP | EQUIP USAGE W. BETTIS     |               | AP416 | 11/15/07 | 0711BB  | CENLEA | 11 | 2007 | 4020 |  |  | 595.00 |
|      | EQP | EQUIP USAGE - J. ANDERSON |               | AP418 | 06/30/07 | 0706A   | CENLEA | 6  | 2007 | 4020 |  |  | 585.70 |
|      | EQP | EQUIP USAGE - G. BENNETT  |               | AP418 | 06/30/07 | 0706B   | CENLEA | 6  | 2007 | 4020 |  |  | 76.68  |
|      | EQP | EQUIP USAGE - W. BETTIS   |               | AP418 | 06/30/07 | 0706BB  | CENLEA | 6  | 2007 | 4020 |  |  | 590.31 |
|      | OTH | Reimbursement             |               | AP428 | 08/01/08 | 080801  | MIRALI | 8  | 2008 | 4060 |  |  | 2.90   |
|      | OTH | Reimbursement             |               | AP428 | 08/01/08 | 080801  | MIRALI | 8  | 2008 | 4060 |  |  | 5.22   |
|      | OTH | Reimbursement             |               | AP428 | 08/01/08 | 080801  | MIRALI | 8  | 2008 | 4060 |  |  | 2.90   |
|      | OTH | Reimbursement             |               | AP428 | 08/01/08 | 080801  | MIRALI | 8  | 2008 | 4060 |  |  | 2.93   |
|      | OTH | Reimbursement             |               | AP433 | 03/22/08 | 080322  | CREACO | 3  | 2008 | 4060 |  |  | 2.53   |
|      | OTH | 4856200205255238          | Gene B        | AP437 | 11/01/07 | 071101k | WFBUS  | 11 | 2007 | 4060 |  |  | 104.21 |
|      | OTH | 4856200208135502          | Jon A         | AP437 | 11/01/07 | 071101x | WFBUS  | 11 | 2007 | 4060 |  |  | 59.62  |
|      | OTH | 4856200208135502          | Jon A         | AP437 | 11/01/07 | 071101x | WFBUS  | 11 | 2007 | 4060 |  |  | 75.00  |
|      | OTH | 4856200208135502          | Jon A         | AP437 | 11/01/07 | 071101x | WFBUS  | 11 | 2007 | 4060 |  |  | 75.00  |
|      | OTH | 4856200208135502          | Jon A         | AP437 | 11/01/07 | 071101x | WFBUS  | 11 | 2007 | 4060 |  |  | 10.00  |
|      | OTH | 4856200208135502          | Jon A         | AP437 | 11/01/07 | 071101x | WFBUS  | 11 | 2007 | 4060 |  |  | 59.74  |
|      | OTH | 4856200208520497          | Wes           | AP437 | 11/01/07 | 0711jj  | WFBUS  | 11 | 2007 | 4060 |  |  | 52.50  |
|      | OTH | VOID INV-Creative Concret |               | AP442 | 03/15/08 | 080315  | CRECON | 3  | 2008 | 4060 |  |  | -2.53  |
|      | OTH | Reimbursement             |               | AP443 | 03/15/08 | 080315  | CREACO | 3  | 2008 | 4060 |  |  | 2.53   |
|      | OTH | 4856200205255238          | Gene B.       | AP445 | 03/01/08 | 080301k | WFBUS  | 3  | 2008 | 4060 |  |  | 47.65  |
|      | OTH | 4856200208656457          | Scott         | AP445 | 03/01/08 | 080301l | WFBUS  | 3  | 2008 | 4060 |  |  | 59.00  |
|      | OTH | EQUIP USAGE G. BENNETT    |               | AP470 | 03/15/08 | 0803D   | CENLEA | 3  | 2008 | 4060 |  |  | 147.92 |
|      | OTH | EQUIP USAGE J. ANDERSON   |               | AP470 | 03/15/08 | 0803G   | CENLEA | 3  | 2008 | 4060 |  |  | 825.00 |
|      | OTH | EQUIP USAGE T. COUGHLIN   |               | AP470 | 03/15/08 | 0803PP  | CENLEA | 3  | 2008 | 4060 |  |  | 338.00 |
|      | EQP | Equip Usage-G Bennett     |               | AP474 | 02/28/07 | 0702b   | CENLEA | 2  | 2007 | 4020 |  |  | 129.00 |
|      | EQP | Equip Usage-A Grant       |               | AP474 | 02/28/07 | 0702t   | CENLEA | 2  | 2007 | 4020 |  |  | 49.84  |
|      | EQP | Equip Usage-A Stevens     |               | AP474 | 02/28/07 | 0702u   | CENLEA | 2  | 2007 | 4020 |  |  | 252.39 |
|      | EQP | Equip Usage-W Bettis      |               | AP474 | 02/28/07 | 0702y   | CENLEA | 2  | 2007 | 4020 |  |  | 298.93 |
|      | EQP | Petra #146-Tom C.         |               | AP478 | 06/01/09 | 0906PP  | CENLEA | 6  | 2009 | 4020 |  |  | 158.44 |
|      | EQP | 4856200208520497          | Wes B.        | AP483 | 02/01/07 | 0702jj  | WFBUS  | 2  | 2007 | 4020 |  |  | 9.68   |
|      | EQP | 4856200208520497          | Wes B.        | AP483 | 02/01/07 | 0702jj  | WFBUS  | 2  | 2007 | 4020 |  |  | 12.75  |
|      | OTH | Reimbursement 8/11        |               | AP495 | 08/11/08 | 80811   | ALVMAR | 8  | 2008 | 4060 |  |  | 2.93   |
|      | OTH | 4798531205483144          | Scott         | AP496 | 03/11/08 | 080311l | USBANK | 3  | 2008 | 4060 |  |  | 41.78  |

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Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16

Period Range: Job To-Date

## JOB COST DETAIL-BY LINE ITEM

(job history only)

Report Code: 28.81

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                         |               |       |          |         |        |    |      |      |  |  |             |
|------|-----|-------------------------|---------------|-------|----------|---------|--------|----|------|------|--|--|-------------|
| COST | 01  | 425                     | Auto Expenses |       |          |         |        |    |      |      |  |  |             |
|      |     |                         |               |       |          |         |        |    |      |      |  |  | (continued) |
|      | OTH | 4798531205483144        | Scott         | AP496 | 03/11/08 | 0803111 | USBANK | 3  | 2008 | 4060 |  |  | 43.25       |
|      | OTH | 4798531205486253        | Jon A         | AP496 | 03/11/08 | 080311x | USBANK | 3  | 2008 | 4060 |  |  | 75.00       |
|      | OTH | 4798531205486253        | Jon A         | AP496 | 03/11/08 | 080311x | USBANK | 3  | 2008 | 4060 |  |  | 75.00       |
|      | OTH | 4798531205486253        | Jon A         | AP496 | 03/11/08 | 080311x | USBANK | 3  | 2008 | 4060 |  |  | 53.53       |
|      | OTH | 4798531205486253        | Jon A         | AP496 | 03/11/08 | 080311x | USBANK | 3  | 2008 | 4060 |  |  | 10.00       |
|      | OTH | 4798531205486253        | Jon A         | AP496 | 03/11/08 | 080311x | USBANK | 3  | 2008 | 4060 |  |  | 82.82       |
|      | OTH | Reimbursement           |               | AP509 | 03/29/08 | 080329  | CREACO | 4  | 2008 | 4060 |  |  | 2.53        |
|      | EQP | Equip Usage-J Bigham    |               | AP509 | 11/30/06 | 06111   | CENLEA | 11 | 2006 | 4020 |  |  | 155.75      |
|      | EQP | Equip Usage-W Bettis    |               | AP509 | 11/30/06 | 0611y   | CENLEA | 11 | 2006 | 4020 |  |  | 89.25       |
|      | EQP | Equip Usage J Vaughn    |               | AP532 | 08/20/08 | 0808CC  | CENLEA | 8  | 2008 | 4020 |  |  | 568.00      |
|      | EQP | Equip Usage G Bennett   |               | AP532 | 08/20/08 | 0808D   | CENLEA | 8  | 2008 | 4020 |  |  | 542.94      |
|      | EQP | Equip Usage T Coughlin  |               | AP532 | 08/20/08 | 0808PP  | CENLEA | 8  | 2008 | 4020 |  |  | 576.14      |
|      | EQP | Equip Usage G Britain   |               | AP532 | 08/20/08 | 0808Q   | CENLEA | 8  | 2008 | 4020 |  |  | 10.85       |
|      | EQP | Equip Usage P Childs    |               | AP532 | 08/20/08 | 0808Y   | CENLEA | 8  | 2008 | 4020 |  |  | 613.00      |
|      | OTH | Reimbursement           |               | AP533 | 08/18/08 | 081808  | BENGEN | 8  | 2008 | 4060 |  |  | 73.37       |
|      | OTH | Reimbursement           |               | AP533 | 08/21/08 | 082108  | PLONIC | 8  | 2008 | 4060 |  |  | 17.55       |
|      | OTH | Reimbursement           |               | AP545 | 04/05/08 | 080405  | CREACO | 4  | 2008 | 4060 |  |  | 2.53        |
|      | OTH | MERIDIAN CITY HALL      |               | AP554 | 07/30/08 | 1406985 | JIFLUB | 8  | 2008 | 4060 |  |  | 55.04       |
|      | OTH | 4798531205483078        | CHILD P       | AP554 | 08/11/08 | 0808AA  | USBANK | 8  | 2008 | 4060 |  |  | 70.00       |
|      | OTH | 4798531205483078        | CHILD P       | AP554 | 08/11/08 | 0808AA  | USBANK | 8  | 2008 | 4060 |  |  | 99.00       |
|      | OTH | 4798531205483078        | CHILD P       | AP554 | 08/11/08 | 0808AA  | USBANK | 8  | 2008 | 4060 |  |  | 70.00       |
|      | OTH | 4798531205483078        | CHILD P       | AP554 | 08/11/08 | 0808AA  | USBANK | 8  | 2008 | 4060 |  |  | 25.00       |
|      | OTH | 4798531205483078        | CHILD P       | AP554 | 08/11/08 | 0808AA  | USBANK | 8  | 2008 | 4060 |  |  | 50.00       |
|      | OTH | 4798531205483078        | CHILD P       | AP554 | 08/11/08 | 0808AA  | USBANK | 8  | 2008 | 4060 |  |  | 74.50       |
|      | OTH | 4798531205483078        | CHILD P       | AP554 | 08/11/08 | 0808AA  | USBANK | 8  | 2008 | 4060 |  |  | 114.07      |
|      | OTH | 4798531205483201        | BENNETT       | AP554 | 08/11/08 | 0808K   | USBANK | 8  | 2008 | 4060 |  |  | 14.26       |
|      | OTH | 4798531205483201        | BENNETT       | AP554 | 08/11/08 | 0808K   | USBANK | 8  | 2008 | 4060 |  |  | 83.45       |
|      | OTH | 4798531205483201        | BENNETT       | AP554 | 08/11/08 | 0808K   | USBANK | 8  | 2008 | 4060 |  |  | 81.01       |
|      | OTH | 4798531205483201        | BENNETT       | AP554 | 08/11/08 | 0808K   | USBANK | 8  | 2008 | 4060 |  |  | 100.00      |
|      | OTH | 4798531205483201        | BENNETT       | AP554 | 08/11/08 | 0808K   | USBANK | 8  | 2008 | 4060 |  |  | 46.53       |
|      | OTH | 4798531205483144        | TREPAGNI      | AP554 | 08/11/08 | 0808L   | USBANK | 8  | 2008 | 4060 |  |  | 41.93       |
|      | OTH | 4798531205486279        | VAUGHN J      | AP554 | 08/11/08 | 0808XX  | USBANK | 8  | 2008 | 4060 |  |  | 75.00       |
|      | OTH | 4798531205486279        | VAUGHN J      | AP554 | 08/11/08 | 0808XX  | USBANK | 8  | 2008 | 4060 |  |  | 75.00       |
|      | OTH | 4798531205486279        | VAUGHN J      | AP554 | 08/11/08 | 0808XX  | USBANK | 8  | 2008 | 4060 |  |  | 83.00       |
|      | OTH | 4798531205486279        | VAUGHN J      | AP554 | 08/11/08 | 0808XX  | USBANK | 8  | 2008 | 4060 |  |  | 75.00       |
|      | OTH | 4798531205486279        | VAUGHN J      | AP554 | 08/11/08 | 0808XX  | USBANK | 8  | 2008 | 4060 |  |  | 80.00       |
|      | OTH | 4798531205486279        | VAUGHN J      | AP554 | 08/11/08 | 0808XX  | USBANK | 8  | 2008 | 4060 |  |  | 80.00       |
|      | OTH | 4798531205486279        | VAUGHN J      | AP554 | 08/11/08 | 0808XX  | USBANK | 8  | 2008 | 4060 |  |  | 50.00       |
|      | OTH | 4798531205486279        | VAUGHN J      | AP554 | 08/11/08 | 0808XX  | USBANK | 8  | 2008 | 4060 |  |  | 80.00       |
|      | OTH | 4798531205485909        | COUGHLIN      | AP554 | 08/11/08 | 0808Z   | USBANK | 8  | 2008 | 4060 |  |  | 79.01       |
|      | OTH | Mileage 11/11/08-1/8/09 |               | AP561 | 01/09/09 | 090109  | PLONIC | 1  | 2009 | 4060 |  |  | 14.63       |
|      | EQP | 4856200208562317        | John B        | AP580 | 11/16/06 | 0611aa  | WFBUS  | 11 | 2006 | 4020 |  |  | 68.54       |
|      | EQP | 4856200208562317        | John B        | AP580 | 11/16/06 | 0611aa  | WFBUS  | 11 | 2006 | 4020 |  |  | 16.45       |
|      | OTH | Reimbursement           |               | AP584 | 04/04/08 | 080404  | BONABI | 4  | 2008 | 4060 |  |  | 10.10       |
|      | OTH | Reimbursement           |               | AP584 | 04/05/08 | 080405  | CLAKRI | 4  | 2008 | 4060 |  |  | 10.10       |

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Printing: All Jobs Job Range 060675 thru 060675

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## JOB COST DETAIL-BY LINE ITEM

(job history only)

Report Code: 28.81

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |               |          |          |         |        |    |      |      |  |  |             |
|------|-----|---------------------------|---------------|----------|----------|---------|--------|----|------|------|--|--|-------------|
| COST | 01  | 425                       | Auto Expenses |          |          |         |        |    |      |      |  |  |             |
|      |     |                           |               |          |          |         |        |    |      |      |  |  | (continued) |
|      | OTH | 4798531205483201          | Gene B.       | AP588    | 01/09/09 | 0901k   | USBANK | 1  | 2009 | 4060 |  |  | 21.00       |
|      | OTH | 4798531205485909          | Tom C.        | AP588    | 01/09/09 | 0901z   | USBANK | 1  | 2009 | 4060 |  |  | 17.13       |
|      | OTH | 4798531205485909          | Tom C.        | AP588    | 01/09/09 | 0901z   | USBANK | 1  | 2009 | 4060 |  |  | 9.24        |
|      | EQP | Equip Usage-G Bennett     | AP594         | 07/31/06 | 0607b    |         | CENLEA | 7  | 2006 | 4020 |  |  | 41.81       |
|      | EQP | Equip Usage-W Bettis      | AP594         | 07/31/06 | 0607c    |         | CENLEA | 7  | 2006 | 4020 |  |  | 51.56       |
|      | EQP | 4856200208520497          | Wes           | AP598    | 11/16/06 | 061111  | WFBUS  | 11 | 2006 | 4020 |  |  | 7.20        |
|      | EQP | 4856200208520497          | Wes           | AP598    | 11/16/06 | 061111  | WFBUS  | 11 | 2006 | 4020 |  |  | 4.00        |
|      | EQP | EQUIP USAGE - J. ANDERSON | AP610         | 07/31/07 | 0707A    |         | CENLEA | 7  | 2007 | 4020 |  |  | 595.00      |
|      | EQP | EQUIP USAGE - G. BENNETT  | AP610         | 07/31/07 | 0707B    |         | CENLEA | 7  | 2007 | 4020 |  |  | 40.31       |
|      | EQP | EQUIP USAGE - W. BETTIS   | AP610         | 07/31/07 | 0707BB   |         | CENLEA | 7  | 2007 | 4020 |  |  | 595.00      |
|      | EQP | EQUIP USAGE - G. BRITIAN  | AP610         | 07/31/07 | 0707E    |         | CENLEA | 7  | 2007 | 4020 |  |  | 12.05       |
|      | OTH | #104-Gene Bennett         | AP612         | 01/09/09 | 0901D    |         | CENLEA | 1  | 2009 | 4060 |  |  | 143.08      |
|      | OTH | #146-Tom Coughlin         | AP612         | 01/09/09 | 0901PP   |         | CENLEA | 1  | 2009 | 4060 |  |  | 316.88      |
|      | OTH | 4856200208135502          | Jon A.        | AP617    | 07/23/07 | 070723x | WFBUS  | 7  | 2007 | 4060 |  |  | 60.53       |
|      | OTH | 4856200208135502          | Jon A.        | AP617    | 07/23/07 | 070723x | WFBUS  | 7  | 2007 | 4060 |  |  | 60.49       |
|      | OTH | 4856200208135502          | Jon A.        | AP617    | 07/23/07 | 070723x | WFBUS  | 7  | 2007 | 4060 |  |  | 10.00       |
|      | OTH | 4856200208135502          | Jon A.        | AP617    | 07/23/07 | 070723x | WFBUS  | 7  | 2007 | 4060 |  |  | 28.31       |
|      | OTH | 4856200208135502          | Jon A.        | AP617    | 07/23/07 | 070723x | WFBUS  | 7  | 2007 | 4060 |  |  | 52.77       |
|      | OTH | 4856200208135502          | Jon A.        | AP617    | 07/23/07 | 070723x | WFBUS  | 7  | 2007 | 4060 |  |  | 68.63       |
|      | OTH | 4856200208135502          | Jon A.        | AP617    | 07/23/07 | 070723x | WFBUS  | 7  | 2007 | 4060 |  |  | 42.19       |
|      | OTH | 4856200208520497          | Wes           | AP617    | 07/23/07 | 0707jj  | WFBUS  | 7  | 2007 | 4060 |  |  | 59.00       |
|      | OTH | Meridian City Hall        | AP638         | 10/17/08 | 1209142  |         | JIFLUB | 1  | 2009 | 4060 |  |  | 36.98       |
|      | OTH | Reimbursement             | AP639         | 04/12/08 | 080412   |         | CREACO | 4  | 2008 | 4060 |  |  | 2.53        |
|      | EQP | Petra#146-Tom C.          | AP642         | 07/01/09 | 0907pp   |         | CENLEA | 7  | 2009 | 4020 |  |  | 80.75       |
|      | OTH | 4856200205255238          | Gene B.       | AP669    | 12/03/07 | 071203k | WFBUS  | 12 | 2007 | 4060 |  |  | 16.50       |
|      | OTH | 4856200208135502          | Jon A.        | AP669    | 12/03/07 | 071203x | WFBUS  | 12 | 2007 | 4060 |  |  | 63.66       |
|      | OTH | 4856200208135502          | Jon A.        | AP669    | 12/03/07 | 071203x | WFBUS  | 12 | 2007 | 4060 |  |  | 53.21       |
|      | OTH | 4856200208135502          | Jon A.        | AP669    | 12/03/07 | 071203x | WFBUS  | 12 | 2007 | 4060 |  |  | 10.00       |
|      | OTH | 4856200208135502          | Jon A.        | AP669    | 12/03/07 | 071203x | WFBUS  | 12 | 2007 | 4060 |  |  | 59.97       |
|      | OTH | 4856200208135502          | Jon A.        | AP669    | 12/03/07 | 071203x | WFBUS  | 12 | 2007 | 4060 |  |  | 59.33       |
|      | OTH | 4856200208520497          | Wes           | AP669    | 12/03/07 | 0712jj  | WFBUS  | 12 | 2007 | 4060 |  |  | 51.50       |
|      | EQP | EQUIP USAGE J. ANDERSON   | AP678         | 12/15/07 | 0712A    |         | CENLEA | 12 | 2007 | 4020 |  |  | 595.00      |
|      | EQP | EQUIP USAGE G. BENNETT    | AP678         | 12/15/07 | 0712B    |         | CENLEA | 12 | 2007 | 4020 |  |  | 189.70      |
|      | EQP | EQUIP USAGE W. BETTIS     | AP678         | 12/15/07 | 0712BB   |         | CENLEA | 12 | 2007 | 4020 |  |  | 595.00      |
|      | EQP | EQUIP USAGE T. COUGHLIN   | AP678         | 12/15/07 | 071200   |         | CENLEA | 12 | 2007 | 4020 |  |  | 70.11       |
|      | OTH | MERIDIAN CITY HALL        | AP682         | 08/23/08 | 1243601  |         | JIFLUB | 9  | 2008 | 4060 |  |  | 20.38       |
|      | OTH | Reimbursement             | AP685         | 09/12/08 | 080912   |         | MIRALI | 9  | 2008 | 4060 |  |  | 3.48        |
|      | OTH | EQUIP USAGE G. BENNETT    | AP693         | 04/15/08 | 0804D    |         | CENLEA | 4  | 2008 | 4060 |  |  | 255.50      |
|      | OTH | EQUIP USAGE J. ANDERSON   | AP693         | 04/15/08 | 0804G    |         | CENLEA | 4  | 2008 | 4060 |  |  | 825.00      |
|      | OTH | EQUIP USAGE T. COUGHLIN   | AP693         | 04/15/08 | 0804PP   |         | CENLEA | 4  | 2008 | 4060 |  |  | 563.33      |
|      | OTH | EQUIP USAGE G. BRITAIN    | AP693         | 04/15/08 | 0804Q    |         | CENLEA | 4  | 2008 | 4060 |  |  | 7.73        |
|      | OTH | 4798531205485917          | CHILD P.      | AP703    | 09/10/08 | 0809AA  | USBANK | 9  | 2008 | 4060 |  |  | 50.00       |
|      | OTH | 4798531205485917          | CHILD P.      | AP703    | 09/10/08 | 0809AA  | USBANK | 9  | 2008 | 4060 |  |  | 72.00       |
|      | OTH | 4798531205485917          | CHILD P.      | AP703    | 09/10/08 | 0809AA  | USBANK | 9  | 2008 | 4060 |  |  | 50.02       |
|      | OTH | 4798531205485917          | CHILD P.      | AP703    | 09/10/08 | 0809AA  | USBANK | 9  | 2008 | 4060 |  |  | 11.45       |

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EOP | UNITS | LAB/EOP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

| COST | 01  | 425                      | Auto Expenses | (continued) |          |         |        |              |        |
|------|-----|--------------------------|---------------|-------------|----------|---------|--------|--------------|--------|
|      | OTH | 4798531205483144         | TREPAGNI      | AP703       | 09/10/08 | 0809L   | USBANK | 9 2008 4060  | 52.50  |
|      | OTH | 4798531205483144         | TREPAGNI      | AP703       | 09/10/08 | 0809L   | USBANK | 9 2008 4060  | 53.69  |
|      | OTH | 4798531205485909         | COUGHLIN      | AP703       | 09/10/08 | 0809Z   | USBANK | 9 2008 4060  | 75.00  |
|      | OTH | Reimbursement            |               | AP709       | 04/20/08 | 080420  | CONTER | 4 2008 4060  | 5.56   |
|      | OTH | Acct7972513019           | Sept 08       | AP718       | 09/12/08 | 524389  | CHEVRO | 9 2008 4060  | 104.00 |
|      | OTH | VEHICLE USAGE KELLER D   |               | AP721       | 09/05/08 | 08098B  | CENLEA | 9 2008 4060  | 51.18  |
|      | OTH | VEHICLE USAGE VAUGHN J   |               | AP721       | 09/05/08 | 0809CC  | CENLEA | 9 2008 4060  | 568.00 |
|      | OTH | VEHICLE USAGE BENNETT G  |               | AP721       | 09/05/08 | 0809D   | CENLEA | 9 2008 4060  | 860.63 |
|      | OTH | VEHICLE USAGE WEINACHT B |               | AP721       | 09/05/08 | 0809HH  | CENLEA | 9 2008 4060  | 28.99  |
|      | OTH | VEHICLE USAGE WHITE D    |               | AP721       | 09/05/08 | 080900  | CENLEA | 9 2008 4060  | 16.11  |
|      | OTH | VEHICLE USAGE COUGHLIN   |               | AP721       | 09/05/08 | 0809PP  | CENLEA | 9 2008 4060  | 578.16 |
|      | OTH | VEHICLE USAGE BRITAIN J  |               | AP721       | 09/05/08 | 0809RR  | CENLEA | 9 2008 4060  | 22.81  |
|      | OTH | VEHICLE USAGE CHILD PAT  |               | AP721       | 09/05/08 | 0809Y   | CENLEA | 9 2008 4060  | 613.00 |
|      | OTH | 4798531205483201         | BENNETT       | AP721       | 09/10/08 | 0809K   | USBANK | 9 2008 4060  | 34.95  |
|      | OTH | 4798531205486279         | VAUGHN        | AP721       | 09/10/08 | 0809XX  | USBANK | 9 2008 4060  | 75.00  |
|      | OTH | 4798531205486279         | VAUGHN        | AP721       | 09/10/08 | 0809XX  | USBANK | 9 2008 4060  | 75.00  |
|      | OTH | 4798531205486279         | VAUGHN        | AP721       | 09/10/08 | 0809XX  | USBANK | 9 2008 4060  | 75.00  |
|      | OTH | 4798531205486279         | VAUGHN        | AP721       | 09/10/08 | 0809XX  | USBANK | 9 2008 4060  | 7.00   |
|      | OTH | 4798531205486279         | VAUGHN        | AP721       | 09/10/08 | 0809XX  | USBANK | 9 2008 4060  | 76.00  |
|      | OTH | 4798531205486279         | VAUGHN        | AP721       | 09/10/08 | 0809XX  | USBANK | 9 2008 4060  | 75.00  |
|      | OTH | 4798531205486279         | VAUGHN        | AP721       | 09/10/08 | 0809XX  | USBANK | 9 2008 4060  | 80.00  |
|      | OTH | 4798531205486279         | VAUGHN        | AP721       | 09/10/08 | 0809XX  | USBANK | 9 2008 4060  | 80.00  |
|      | OTH | MERIDIAN CITY HALL/OH    |               | AP726       | 08/29/08 | 080829  | ALVMAR | 9 2008 4060  | 2.93   |
|      | OTH | MERIDIAN CITY HALL/OH    |               | AP726       | 08/29/08 | 080829  | ALVMAR | 9 2008 4060  | 2.93   |
|      | EQP | MERIDIAN CITY HALL       |               | AP728       | 07/05/08 | 405675C | JIFLUB | 9 2008 4020  | 0.72   |
|      | EQP | MERIDIAN CITY HALL       |               | AP728       | 07/30/08 | 406985C | JIFLUB | 9 2008 4020  | 1.10   |
|      | OTH | 4856200205255238         | Gene B.       | AP730       | 03/13/07 | 070313k | WFBUS  | 3 2007 4060  | 42.71  |
|      | OTH | 4856200208520497         | Wes           | AP730       | 03/13/07 | 0703jj  | WFBUS  | 3 2007 4060  | 10.30  |
|      | OTH | MERIDIAN CITY HALL       |               | AP733       | 07/25/07 | 801339  | JIFLUB | 8 2007 4060  | 37.50  |
|      | OTH | 4798531205483201         | GENE B        | AP733       | 04/09/08 | 080409K | USBANK | 4 2008 4060  | 62.01  |
|      | OTH | 4798531205483201         | GENE B        | AP733       | 04/09/08 | 080409K | USBANK | 4 2008 4060  | 68.88  |
|      | OTH | 4798531205483177         | SCOTT T.      | AP733       | 04/09/08 | 080409L | USBANK | 4 2008 4060  | 44.60  |
|      | OTH | 4798531205483177         | SCOTT T.      | AP733       | 04/09/08 | 080409L | USBANK | 4 2008 4060  | 48.41  |
|      | OTH | 4798531205486253         | JON A.        | AP733       | 04/09/08 | 080409X | USBANK | 4 2008 4060  | 66.35  |
|      | OTH | 4798531205486253         | JON A.        | AP733       | 04/09/08 | 080409X | USBANK | 4 2008 4060  | 67.11  |
|      | OTH | 4798531205486253         | JON A.        | AP733       | 04/09/08 | 080409X | USBANK | 4 2008 4060  | 10.00  |
|      | OTH | 4798531205486253         | JON A.        | AP733       | 04/09/08 | 080409X | USBANK | 4 2008 4060  | 64.77  |
|      | OTH | 4798531205486253         | JON A.        | AP733       | 04/09/08 | 080409X | USBANK | 4 2008 4060  | 66.00  |
|      | OTH | 4798531205485909         | TOM C.        | AP733       | 04/09/08 | 080409Z | USBANK | 4 2008 4060  | 84.06  |
|      | OTH | Reimbursement            |               | AP750       | 04/25/08 | 080425  | MIRALI | 4 2008 4060  | 3.06   |
|      | OTH | Reimbursement            |               | AP750       | 04/25/08 | 080425  | MIRALI | 4 2008 4060  | 3.06   |
|      | EQP | Equip Usage-B Weinacht   |               | AP784       | 12/31/06 | 0612aa  | CENLEA | 12 2006 4020 | 168.19 |
|      | EQP | Equip Usage-J Britain    |               | AP784       | 12/31/06 | 0612d   | CENLEA | 12 2006 4020 | 8.23   |
|      | EQP | Equip Usage-J Dillon     |               | AP784       | 12/31/06 | 0612g   | CENLEA | 12 2006 4020 | 388.04 |
|      | EQP | Equip Usage-W Bettis     |               | AP784       | 12/31/06 | 0612z   | CENLEA | 12 2006 4020 | 210.73 |

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Period Range: Job To-Date

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |                       |          |               |          |          |        |        |      |      |      |  |  |             |
|------|-----------------------|----------|---------------|----------|----------|--------|--------|------|------|------|--|--|-------------|
| COST | 01                    | 425      | Auto Expenses |          |          |        |        |      |      |      |  |  |             |
|      |                       |          |               |          |          |        |        |      |      |      |  |  | (continued) |
| EQP  | EQUIP                 | USAGE    | J. ANDERSON   | AP791    | 08/31/07 | 0708A  | CENLEA | 8    | 2007 | 4020 |  |  | 595.00      |
| EQP  | EQUIP                 | USAGE    | G. BENNETT    | AP791    | 08/31/07 | 0708B  | CENLEA | 8    | 2007 | 4020 |  |  | 35.05       |
| EQP  | EQUIP                 | USAGE    | W. BETTIS     | AP791    | 08/31/07 | 0708BB | CENLEA | 8    | 2007 | 4020 |  |  | 595.00      |
| EQP  | Equip                 | Usage-J  | Anderson      | AP797    | 03/29/07 | 0703a  | CENLEA | 3    | 2007 | 4020 |  |  | 283.98      |
| EQP  | Equip                 | Usage-G  | Bennett       | AP797    | 03/29/07 | 0703b  | CENLEA | 3    | 2007 | 4020 |  |  | 139.26      |
| EQP  | Equip                 | Usage-J  | Britain       | AP797    | 03/29/07 | 0703d  | CENLEA | 3    | 2007 | 4020 |  |  | 2.63        |
| EQP  | Equip                 | Usage-W  | Bettis        | AP797    | 03/29/07 | 0703v  | CENLEA | 3    | 2007 | 4020 |  |  | 388.98      |
| OTH  | 4856200205255238      | Gene B   | AP804         | 08/01/07 | 070801k  | WFBUS  | 8      | 2007 | 4060 |      |  |  | 35.78       |
| OTH  | 4856200205255238      | Gene B   | AP804         | 08/01/07 | 070801k  | WFBUS  | 8      | 2007 | 4060 |      |  |  | 13.95       |
| OTH  | 4856200205255238      | Gene B   | AP804         | 08/01/07 | 070801k  | WFBUS  | 8      | 2007 | 4060 |      |  |  | 71.20       |
| OTH  | 4856200208135502      | Jon A.   | AP804         | 08/01/07 | 070801x  | WFBUS  | 8      | 2007 | 4060 |      |  |  | 10.00       |
| OTH  | 4856200208135502      | Jon A.   | AP804         | 08/01/07 | 070801x  | WFBUS  | 8      | 2007 | 4060 |      |  |  | 53.28       |
| OTH  | 4856200208135502      | Jon A.   | AP804         | 08/01/07 | 070801x  | WFBUS  | 8      | 2007 | 4060 |      |  |  | 13.80       |
| OTH  | 4856200208135502      | Jon A.   | AP804         | 08/01/07 | 070801x  | WFBUS  | 8      | 2007 | 4060 |      |  |  | 57.52       |
| OTH  | 4856200208135502      | Jon A.   | AP804         | 08/01/07 | 070801x  | WFBUS  | 8      | 2007 | 4060 |      |  |  | 52.44       |
| OTH  | 4856200208135502      | Jon A.   | AP804         | 08/01/07 | 070801x  | WFBUS  | 8      | 2007 | 4060 |      |  |  | 10.00       |
| OTH  | 4856200208135502      | Jon A.   | AP804         | 08/01/07 | 070801x  | WFBUS  | 8      | 2007 | 4060 |      |  |  | 26.22       |
| OTH  | 4856200208520497      | Wes      | AP804         | 08/01/07 | 0708jj   | WFBUS  | 8      | 2007 | 4060 |      |  |  | 53.00       |
| OTH  | Reimbursement         |          | AP810         | 05/03/08 | 080503   | CREACO | 5      | 2008 | 4060 |      |  |  | 2.53        |
| OTH  | 4798531205483201      | Gene B   | AP812         | 02/09/09 | 0902K    | USBANK | 2      | 2009 | 4060 |      |  |  | 39.22       |
| OTH  | Reimbursement 1/05    |          | AP815         | 01/05/08 | 080105   | CREACO | 1      | 2008 | 4060 |      |  |  | 7.28        |
| EQP  | Equip                 | Usage-W  | Bettis        | AP820    | 08/31/06 | 0608q  | CENLEA | 8    | 2006 | 4020 |  |  | 38.67       |
| OTH  | Reimbursement         |          | AP823         | 09/27/08 | 080927   | CREACO | 10     | 2008 | 4060 |      |  |  | 2.93        |
| OTH  | #104-Gene Bennett     |          | AP839         | 02/01/09 | 0902D    | CENLEA | 2      | 2009 | 4060 |      |  |  | 336.80      |
| OTH  | #146-Tom Coughlin     |          | AP839         | 02/01/09 | 0902PP   | CENLEA | 2      | 2009 | 4060 |      |  |  | 422.50      |
| OTH  | Reimbursement         |          | AP844         | 10/04/08 | 081004   | CREACO | 10     | 2008 | 4060 |      |  |  | 2.93        |
| OTH  | 4798531205483144      | SCOTT T. | AP870         | 05/08/08 | 080508L  | USBANK | 5      | 2008 | 4060 |      |  |  | 45.53       |
| OTH  | 4798531205486253      | JON A.   | AP870         | 05/08/08 | 080508X  | USBANK | 5      | 2008 | 4060 |      |  |  | 66.01       |
| OTH  | 4798531205485909      | TOM C.   | AP870         | 05/08/08 | 080508Z  | USBANK | 5      | 2008 | 4060 |      |  |  | 75.00       |
| OTH  | 4798531205486279      | JERRY V. | AP870         | 05/08/08 | 0805XX   | USBANK | 5      | 2008 | 4060 |      |  |  | 75.00       |
| OTH  | 4798531205486279      | JERRY V. | AP870         | 05/08/08 | 0805XX   | USBANK | 5      | 2008 | 4060 |      |  |  | 75.00       |
| OTH  | 4798531205486279      | JERRY V. | AP870         | 05/08/08 | 0805XX   | USBANK | 5      | 2008 | 4060 |      |  |  | 74.00       |
| OTH  | MERIDIAN CITY HALL    |          | AP872         | 09/17/08 | 272629   | LESSCH | 10     | 2008 | 4060 |      |  |  | 20.95       |
| OTH  | 4798531205483201      | GENE B.  | AP892         | 05/08/08 | 080508K  | USBANK | 5      | 2008 | 4060 |      |  |  | 73.00       |
| OTH  | 4798531205483201      | GENE B.  | AP892         | 05/08/08 | 080508K  | USBANK | 5      | 2008 | 4060 |      |  |  | 29.37       |
| OTH  | 4798531205483201      | GENE B.  | AP892         | 05/08/08 | 080508K  | USBANK | 5      | 2008 | 4060 |      |  |  | 75.00       |
| OTH  | Reimbursement         |          | AP895         | 10/11/08 | 081011   | CREACO | 10     | 2008 | 4060 |      |  |  | 2.92        |
| OTH  | Mileage Reimbursement |          | AP898         | 01/12/08 | 080112   | CREACO | 1      | 2008 | 4060 |      |  |  | 3.63        |
| OTH  | EQUIP                 | USAGE    | J. VAUGHN     | AP899    | 05/15/08 | 0805CC | CENLEA | 5    | 2008 | 4060 |  |  | 240.86      |
| OTH  | EQUIP                 | USAGE    | G. BENNETT    | AP899    | 05/15/08 | 0805D  | CENLEA | 5    | 2008 | 4060 |  |  | 427.22      |
| OTH  | EQUIP                 | USAGE    | J. ANDERSON   | AP899    | 05/15/08 | 0805G  | CENLEA | 5    | 2008 | 4060 |  |  | 825.00      |
| OTH  | EQUIP                 | USAGE    | T. COUGHLIN   | AP899    | 05/15/08 | 0805PP | CENLEA | 5    | 2008 | 4060 |  |  | 506.99      |
| OTH  | EQUIP                 | USAGE    | G. BRITIAN    | AP899    | 05/15/08 | 0805Q  | CENLEA | 5    | 2008 | 4060 |  |  | 4.31        |
| OTH  | Reimbursement 1/14    |          | AP908         | 01/14/08 | 80114    | MIRALI | 1      | 2008 | 4060 |      |  |  | 2.30        |
| OTH  | 4798531205485917      | P Child  | AP942         | 10/09/08 | 0810AA   | USBANK | 10     | 2008 | 4060 |      |  |  | 60.00       |

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |               |             |          |         |        |    |      |      |  |  |        |
|------|-----|---------------------------|---------------|-------------|----------|---------|--------|----|------|------|--|--|--------|
| COST | 01  | 425                       | Auto Expenses | (continued) |          |         |        |    |      |      |  |  |        |
|      | OTH | 4798531205485917          | P Child       | AP942       | 10/09/08 | 0810AA  | USBANK | 10 | 2008 | 4060 |  |  | 60.00  |
|      | OTH | 4798531205485917          | P Child       | AP942       | 10/09/08 | 0810AA  | USBANK | 10 | 2008 | 4060 |  |  | 30.00  |
|      | OTH | 4798531205485917          | P Child       | AP942       | 10/09/08 | 0810AA  | USBANK | 10 | 2008 | 4060 |  |  | 104.31 |
|      | OTH | 4798531205483144          | S Trepag      | AP942       | 10/09/08 | 0810L   | USBANK | 10 | 2008 | 4060 |  |  | 51.10  |
|      | OTH | 4798531205483144          | S Trepag      | AP942       | 10/09/08 | 0810L   | USBANK | 10 | 2008 | 4060 |  |  | 50.95  |
|      | OTH | 4798531205486279          | J Vaughn      | AP942       | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 |  |  | 106.00 |
|      | OTH | 4798531205486279          | J Vaughn      | AP942       | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 |  |  | 75.00  |
|      | OTH | 4798531205486279          | J Vaughn      | AP942       | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 |  |  | 22.00  |
|      | OTH | 4798531205486279          | J Vaughn      | AP942       | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 |  |  | 112.60 |
|      | OTH | 4798531205486279          | J Vaughn      | AP942       | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 |  |  | 104.00 |
|      | OTH | 4798531205486279          | J Vaughn      | AP942       | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 |  |  | 15.00  |
|      | OTH | 4798531205486279          | J Vaughn      | AP942       | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 |  |  | 80.01  |
|      | OTH | 4798531205485909          | T Coughl      | AP942       | 10/09/08 | 0810Z   | USBANK | 10 | 2008 | 4060 |  |  | 62.75  |
|      | OTH | Reimbursement             |               | AP962       | 05/24/08 | 080524  | CRECON | 6  | 2008 | 4060 |  |  | 5.05   |
|      | OTH | 4798531205483201          | Gene B        | AP965       | 03/01/09 | 0903K   | USBANK | 3  | 2009 | 4060 |  |  | 20.64  |
|      | OTH | 4798531205483201          | Gene B        | AP965       | 03/01/09 | 0903K   | USBANK | 3  | 2009 | 4060 |  |  | 33.00  |
|      | OTH | 4798531205483201          | Gene B        | AP965       | 03/01/09 | 0903K   | USBANK | 3  | 2009 | 4060 |  |  | 19.70  |
|      | OTH | VOID INV-Creative Concret |               | AP972       | 05/24/08 | 080524  | CRECON | 6  | 2008 | 4060 |  |  | -5.05  |
|      | OTH | Reimbursement             |               | AP973       | 05/24/08 | 080524  | CREACO | 6  | 2008 | 4060 |  |  | 5.05   |
|      | OTH | Reimbursement             |               | AP976       | 10/25/08 | 081025  | CREACO | 10 | 2008 | 4060 |  |  | 5.85   |
|      | OTH | 4856200205258238          | Gene B.       | AP976       | 01/03/08 | 080103k | WFBUS  | 1  | 2008 | 4060 |  |  | 62.27  |
|      | OTH | 4856200208135502          | Jon A.        | AP976       | 01/03/08 | 080103x | WFBUS  | 1  | 2008 | 4060 |  |  | 60.60  |
|      | OTH | 4856200208135502          | Jon A.        | AP976       | 01/03/08 | 080103x | WFBUS  | 1  | 2008 | 4060 |  |  | 62.69  |
|      | OTH | 4856200208135502          | Jon A.        | AP976       | 01/03/08 | 080103x | WFBUS  | 1  | 2008 | 4060 |  |  | 74.46  |
|      | OTH | 4856200208135502          | Jon A.        | AP976       | 01/03/08 | 080103x | WFBUS  | 1  | 2008 | 4060 |  |  | 58.44  |
|      | OTH | 4856200208135502          | Jon A.        | AP976       | 01/03/08 | 080103x | WFBUS  | 1  | 2008 | 4060 |  |  | 42.83  |
|      | EQP | Vehicle Usage-j Vaughn    |               | AP977       | 10/25/08 | 0810CC  | CENLEA | 10 | 2008 | 4020 |  |  | 418.53 |
|      | EQP | Vehicle Usage - G Bennett |               | AP977       | 10/27/08 | 0810D   | CENLEA | 10 | 2008 | 4020 |  |  | 869.79 |
|      | EQP | Vehicle Usage-T Coughlin  |               | AP977       | 10/25/08 | 0810PP  | CENLEA | 10 | 2008 | 4020 |  |  | 285.19 |
|      | EQP | Vehicle Usage-P Childs    |               | AP977       | 10/25/08 | 0810Y   | CENLEA | 10 | 2008 | 4020 |  |  | 459.75 |
|      | EQP | EQUIP USAGE J. ANDERSON   |               | AP979       | 09/30/07 | 0709A   | CENLEA | 9  | 2007 | 4020 |  |  | 595.00 |
|      | EQP | EQUIP USAGE G. BENNETT    |               | AP979       | 09/30/07 | 0709B   | CENLEA | 9  | 2007 | 4020 |  |  | 116.10 |
|      | EQP | EQUIP USAGE W. BETTIS     |               | AP979       | 09/30/07 | 0709BB  | CENLEA | 9  | 2007 | 4020 |  |  | 595.00 |
|      | EQP | Petra 104-Gene B          |               | AP981       | 03/01/09 | 0903D   | CENLEA | 3  | 2009 | 4020 |  |  | 281.04 |
|      | EQP | Petra 146-Tom C           |               | AP981       | 03/01/09 | 0903PP  | CENLEA | 3  | 2009 | 4020 |  |  | 438.98 |
|      | EQP | EQUIP USAGE J. ANDERSON   |               | AP985       | 01/15/08 | 0801A   | CENLEA | 1  | 2008 | 4020 |  |  | 595.00 |
|      | EQP | EQUIP USAGE G. BENNETT    |               | AP985       | 01/15/08 | 0801B   | CENLEA | 1  | 2008 | 4020 |  |  | 401.33 |
|      | EQP | EQUIP USAGE T. COUGHLIN   |               | AP985       | 01/15/08 | 080100  | CENLEA | 1  | 2008 | 4020 |  |  | 246.62 |
|      | OTH | 4856200205255238          | Gene B.       | AP997       | 04/02/07 | 070402k | WFBUS  | 4  | 2007 | 4060 |  |  | 54.03  |
|      | OTH | 4856200205255238          | Gene B.       | AP997       | 04/02/07 | 070402k | WFBUS  | 4  | 2007 | 4060 |  |  | 62.48  |
|      | OTH | 4856200208135502          | Jon A.        | AP997       | 04/02/07 | 070402x | WFBUS  | 4  | 2007 | 4060 |  |  | 10.00  |
|      | OTH | 4856200208135502          | Jon A.        | AP997       | 04/02/07 | 070402x | WFBUS  | 4  | 2007 | 4060 |  |  | 44.35  |
|      | OTH | 4856200208135502          | Jon A.        | AP997       | 04/02/07 | 070402x | WFBUS  | 4  | 2007 | 4060 |  |  | 10.00  |
|      | OTH | 4856200208135502          | Jon A.        | AP997       | 04/02/07 | 070402x | WFBUS  | 4  | 2007 | 4060 |  |  | 40.01  |
|      | OTH | 4856200208135502          | Jon A.        | AP997       | 04/02/07 | 070402x | WFBUS  | 4  | 2007 | 4060 |  |  | 52.40  |

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                          |               |             |          |         |        |    |      |      |  |  |         |
|------|-----|--------------------------|---------------|-------------|----------|---------|--------|----|------|------|--|--|---------|
| COST | 01  | 425                      | Auto Expenses | (continued) |          |         |        |    |      |      |  |  |         |
|      | OTH | 4856200208135502         | Jon A.        | AP997       | 04/02/07 | 070402x | WFBUS  | 4  | 2007 | 4060 |  |  | 39.86   |
|      | OTH | 4856200208520497         | Wes           | AP997       | 04/02/07 | 0704jj  | WFBUS  | 4  | 2007 | 4060 |  |  | 10.50   |
|      | OTH | 4856200208520497         | Wes           | AP997       | 04/02/07 | 0704jj  | WFBUS  | 4  | 2007 | 4060 |  |  | 6.96    |
|      | OTH | 4856200208520497         | Wes           | AP997       | 04/02/07 | 0704jj  | WFBUS  | 4  | 2007 | 4060 |  |  | 15.28   |
|      | OTH | MERIDIAN CITY HALL       |               | AP998       | 10/15/08 | 2661    | JIFLUB | 10 | 2008 | 4060 |  |  | 36.98   |
|      | OTH | FM 070900 JIFFY LUBE     |               | JC559       | 10/03/08 | AB      |        | 10 | 2008 | 4060 |  |  | 20.37   |
|      | OTH | Move from Other to Equip |               | JC874       | 01/31/09 |         |        | 1  | 2009 | 4060 |  |  | -459.96 |
|      | EQP | Move from Other to Equip |               | JC874       | 01/31/09 |         |        | 1  | 2009 | 4020 |  |  | 459.96  |
|      | OTH | Move from Other to Equip |               | JC879       | 02/28/09 |         |        | 2  | 2009 | 4060 |  |  | -759.30 |
|      | EQP | Move from Other to Equip |               | JC879       | 02/28/09 |         |        | 2  | 2009 | 4020 |  |  | 759.30  |
|      | OTH | P/R PE 01/13/07          |               | PR940       | 01/13/07 |         |        | 1  | 2007 | 4060 |  |  | 12.02   |
|      | OTH | P/R PE 06/16/07          |               | PR998       | 06/16/07 |         |        | 6  | 2007 | 4060 |  |  | 15.00   |

51,488.11

|      |     |                    |           |       |          |        |        |    |      |      |  |  |        |
|------|-----|--------------------|-----------|-------|----------|--------|--------|----|------|------|--|--|--------|
| COST | 01  | 426                | Equipment |       |          |        |        |    |      |      |  |  |        |
|      | OTH | 4798531205486279   | Jack      | AP182 | 11/01/08 | 0811yy | USBANK | 11 | 2008 | 4060 |  |  | 74.62  |
|      | OTH | 4798531205486279   | Jack      | AP182 | 11/01/08 | 0811yy | USBANK | 11 | 2008 | 4060 |  |  | 7.00   |
|      | OTH | 4798531205486279   | Jack      | AP182 | 11/01/08 | 0811yy | USBANK | 11 | 2008 | 4060 |  |  | 11.00  |
|      | OTH | Meridian City Hall |           | AP315 | 12/04/08 | 114691 | TATES  | 12 | 2008 | 4060 |  |  | 129.02 |
|      | OTH | Tates Rents        |           | JC681 | 12/29/08 |        |        | 12 | 2008 | 4060 |  |  | 96.56  |

318.20

|      |     |                            |                           |       |          |        |        |    |      |      |  |  |          |
|------|-----|----------------------------|---------------------------|-------|----------|--------|--------|----|------|------|--|--|----------|
| COST | 01  | 427                        | Travel-Lodging-Sustenance |       |          |        |        |    |      |      |  |  |          |
|      | OTH | Meridian City Hall         |                           | AP249 | 11/20/08 | 133555 | TATES  | 12 | 2008 | 4060 |  |  | 96.56    |
|      | OTH | Jerry Dillon/Mer City Hall |                           | AP278 | 01/05/07 | 93     | CANSUI | 1  | 2007 | 4060 |  |  | 2,244.00 |
|      | OTH | 4798531205486279           | VAUGHN J                  | AP554 | 08/11/08 | 0808XX | USBANK | 8  | 2008 | 4060 |  |  | 32.97    |
|      | OTH | 4798531205486279           | VAUGHN                    | AP721 | 09/10/08 | 0809XX | USBANK | 9  | 2008 | 4060 |  |  | 80.00    |
|      | OTH | 4798531205486279           | VAUGHN                    | AP721 | 09/10/08 | 0809XX | USBANK | 9  | 2008 | 4060 |  |  | 63.96    |
|      | OTH | Tates Rents                |                           | JC681 | 12/29/08 |        |        | 12 | 2008 | 4060 |  |  | -96.56   |

2,420.93

|      |     |                 |         |       |          |     |  |    |      |      |  |       |          |
|------|-----|-----------------|---------|-------|----------|-----|--|----|------|------|--|-------|----------|
| COST | 01  | 430             | Foreman |       |          |     |  |    |      |      |  |       |          |
|      | BRD | s/b 01-180      |         | JC598 | 10/31/08 | mjp |  | 10 | 2008 | 4040 |  |       | -0.03    |
|      | LAB | P/R PE 09/01/07 |         | PR033 | 09/01/07 |     |  | 9  | 2007 | 4030 |  | 40.00 | 1,080.00 |
|      | BRD | P/R PE 09/01/07 |         | PR033 | 09/01/07 |     |  | 9  | 2007 | 4040 |  |       | 324.62   |
|      | LAB | P/R PE 09/15/07 |         | PR037 | 09/15/07 |     |  | 9  | 2007 | 4030 |  | 40.00 | 1,080.00 |
|      | BRD | P/R PE 09/15/07 |         | PR037 | 09/15/07 |     |  | 9  | 2007 | 4040 |  |       | 324.62   |
|      | LAB | P/R PE 09/22/07 |         | PR039 | 09/22/07 |     |  | 9  | 2007 | 4030 |  | 40.00 | 1,080.00 |
|      | BRD | P/R PE 09/22/07 |         | PR039 | 09/22/07 |     |  | 9  | 2007 | 4040 |  |       | 324.62   |
|      | LAB | P/R PE 09/29/07 |         | PR042 | 09/29/07 |     |  | 10 | 2007 | 4030 |  | 40.00 | 1,080.00 |
|      | BRD | P/R PE 09/29/07 |         | PR042 | 09/29/07 |     |  | 10 | 2007 | 4040 |  |       | 324.62   |
|      | LAB | P/R PE 10/06/07 |         | PR043 | 10/06/07 |     |  | 10 | 2007 | 4030 |  | 40.00 | 1,080.00 |
|      | BRD | P/R PE 10/06/07 |         | PR043 | 10/06/07 |     |  | 10 | 2007 | 4040 |  |       | 324.62   |
|      | LAB | P/R PE 10/13/07 |         | PR046 | 10/13/07 |     |  | 10 | 2007 | 4030 |  | 40.00 | 1,080.00 |
|      | BRD | P/R PE 10/13/07 |         | PR046 | 10/13/07 |     |  | 10 | 2007 | 4040 |  |       | 324.62   |

Date: 11/13/2009  
Time: 02:08:35 PM

**JOB COST DETAIL-BY LINE ITEM**  
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Company No. 1 PETRA Incorporated  
Printing: All Jobs Job Range 060675 thru 060675  
Phase Codes 01 thru 16 Period Range: Job To-Date

| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |     |         |             |       |          |    |      |      |        |          |
|------|-----|-----|---------|-------------|-------|----------|----|------|------|--------|----------|
| COST | 01  | 430 | Foreman | (continued) |       |          |    |      |      |        |          |
|      | LAB | P/R | PE      | 10/20/07    | PR047 | 10/20/07 | 10 | 2007 | 4030 | 37.00  | 999.00   |
|      | BRD | P/R | PE      | 10/20/07    | PR047 | 10/20/07 | 10 | 2007 | 4040 |        | 300.28   |
|      | LAB | P/R | PE      | 10/27/07    | PR048 | 10/27/07 | 11 | 2007 | 4030 | 38.00  | 1,026.00 |
|      | BRD | P/R | PE      | 10/27/07    | PR048 | 10/27/07 | 11 | 2007 | 4040 |        | 308.39   |
|      | LAB | P/R | PE      | 11/03/07    | PR049 | 11/03/07 | 11 | 2007 | 4030 | 39.00  | 1,053.00 |
|      | BRD | P/R | PE      | 11/03/07    | PR049 | 11/03/07 | 11 | 2007 | 4040 |        | 316.51   |
|      | LAB | P/R | PE      | 11/10/07    | PR050 | 11/10/07 | 11 | 2007 | 4030 | 40.00  | 1,080.00 |
|      | BRD | P/R | PE      | 11/10/07    | PR050 | 11/10/07 | 11 | 2007 | 4040 |        | 324.62   |
|      | LAB | P/R | PE      | 11/17/07    | PR052 | 11/17/07 | 11 | 2007 | 4030 | 40.00  | 1,080.00 |
|      | BRD | P/R | PE      | 11/17/07    | PR052 | 11/17/07 | 11 | 2007 | 4040 |        | 324.62   |
|      | LAB | P/R | PE      | 11/24/07    | PR055 | 11/24/07 | 11 | 2007 | 4030 | 32.00  | 864.00   |
|      | BRD | P/R | PE      | 11/24/07    | PR055 | 11/24/07 | 11 | 2007 | 4040 |        | 259.70   |
|      | LAB | P/R | PE      | 12/01/07    | PR058 | 12/01/07 | 12 | 2007 | 4030 | 40.00  | 1,080.00 |
|      | BRD | P/R | PE      | 12/01/07    | PR058 | 12/01/07 | 12 | 2007 | 4040 |        | 324.62   |
|      | LAB | P/R | PE      | 12/08/07    | PR061 | 12/08/07 | 12 | 2007 | 4030 | 40.00  | 1,080.00 |
|      | BRD | P/R | PE      | 12/08/07    | PR061 | 12/08/07 | 12 | 2007 | 4040 |        | 324.62   |
|      | LAB | P/R | PE      | 12/15/07    | PR065 | 12/15/07 | 12 | 2007 | 4030 | 36.00  | 972.00   |
|      | BRD | P/R | PE      | 12/15/07    | PR065 | 12/15/07 | 12 | 2007 | 4040 |        | 292.15   |
|      | LAB | P/R | PE      | 12/22/07    | PR068 | 12/22/07 | 12 | 2007 | 4030 | 40.00  | 1,080.00 |
|      | BRD | P/R | PE      | 12/22/07    | PR068 | 12/22/07 | 12 | 2007 | 4040 |        | 324.62   |
|      | LAB | P/R | PE      | 12/29/07    | PR074 | 12/29/07 | 1  | 2008 | 4030 | 20.00  | 540.00   |
|      | BRD | P/R | PE      | 12/29/07    | PR074 | 12/29/07 | 1  | 2008 | 4040 |        | 173.32   |
|      | LAB | P/R | PE      | 01/05/08    | PR077 | 01/05/08 | 1  | 2008 | 4030 | 28.00  | 756.00   |
|      | BRD | P/R | PE      | 01/05/08    | PR077 | 01/05/08 | 1  | 2008 | 4040 |        | 242.65   |
|      | LAB | P/R | PE      | 01/12/08    | PR078 | 01/12/08 | 1  | 2008 | 4030 | 35.00  | 945.00   |
|      | BRD | P/R | PE      | 01/12/08    | PR078 | 01/12/08 | 1  | 2008 | 4040 |        | 299.86   |
|      | LAB | P/R | PE      | 01/19/08    | PR079 | 01/19/08 | 1  | 2008 | 4030 | 35.00  | 945.00   |
|      | BRD | P/R | PE      | 01/19/08    | PR079 | 01/19/08 | 1  | 2008 | 4040 |        | 299.86   |
|      | LAB | P/R | PE      | 01/26/08    | PR081 | 01/26/08 | 2  | 2008 | 4030 | 40.00  | 1,080.00 |
|      | BRD | P/R | PE      | 01/26/08    | PR081 | 01/26/08 | 2  | 2008 | 4040 |        | 271.50   |
|      | LAB | P/R | PE      | 02/02/08    | PR082 | 02/02/08 | 2  | 2008 | 4030 | 37.00  | 999.00   |
|      | BRD | P/R | PE      | 02/02/08    | PR082 | 02/02/08 | 2  | 2008 | 4040 |        | 251.15   |
|      | LAB | P/R | PE      | 02/09/08    | PR083 | 02/09/08 | 2  | 2008 | 4030 | 38.00  | 1,026.00 |
|      | BRD | P/R | PE      | 02/09/08    | PR083 | 02/09/08 | 2  | 2008 | 4040 |        | 253.67   |
|      | LAB | P/R | PE      | 02/16/08    | PR085 | 02/16/08 | 2  | 2008 | 4030 | 30.00  | 810.00   |
|      | BRD | P/R | PE      | 02/16/08    | PR085 | 02/16/08 | 2  | 2008 | 4040 |        | 197.20   |
|      | LAB | P/R | PE      | 02/16/08    | PR094 | 02/16/08 | 2  | 2008 | 4030 | -30.00 | -810.00  |
|      | BRD | P/R | PE      | 02/16/08    | PR094 | 02/16/08 | 2  | 2008 | 4040 |        | -197.20  |
|      | LAB | P/R | PE      | 02/16/08    | PR095 | 02/16/08 | 2  | 2008 | 4030 | 30.00  | 810.00   |
|      | BRD | P/R | PE      | 02/16/08    | PR095 | 02/16/08 | 2  | 2008 | 4040 |        | 197.20   |
|      | LAB | P/R | PE      | 02/23/08    | PR096 | 02/23/08 | 2  | 2008 | 4030 | 32.00  | 864.00   |
|      | BRD | P/R | PE      | 02/23/08    | PR096 | 02/23/08 | 2  | 2008 | 4040 |        | 210.29   |
|      | LAB | P/R | PE      | 03/01/08    | PR097 | 03/01/08 | 3  | 2008 | 4030 | 30.00  | 810.00   |
|      | BRD | P/R | PE      | 03/01/08    | PR097 | 03/01/08 | 3  | 2008 | 4040 |        | 197.20   |
|      | LAB | P/R | PE      | 03/08/08    | PR098 | 03/08/08 | 3  | 2008 | 4030 | 32.00  | 864.00   |



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Time: 02:08:35 PM

Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16

Period Range: Job To-Date

## JOB COST DETAIL-BY LINE ITEM

(job history only)

Report Code: 28.81

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |     |         |             |       |          |         |      |        |          |           |
|------|-----|-----|---------|-------------|-------|----------|---------|------|--------|----------|-----------|
| COST | 01  | 430 | Foreman | (continued) |       |          |         |      |        |          |           |
|      | BRD | P/R | PE      | 03/08/08    | PR098 | 03/08/08 | 3 2008  | 4040 |        |          | 210.32    |
|      | LAB | P/R | PE      | 03/15/08    | PR099 | 03/15/08 | 3 2008  | 4030 | 33.00  |          | 891.00    |
|      | BRD | P/R | PE      | 03/15/08    | PR099 | 03/15/08 | 3 2008  | 4040 |        |          | 216.88    |
|      | LAB | P/R | PE      | 03/22/08    | PR100 | 03/22/08 | 3 2008  | 4030 | 30.00  |          | 810.00    |
|      | BRD | P/R | PE      | 03/22/08    | PR100 | 03/22/08 | 3 2008  | 4040 |        |          | 197.15    |
|      | LAB | P/R | PE      | 03/29/08    | PR101 | 03/29/08 | 4 2008  | 4030 | 35.00  |          | 982.80    |
|      | BRD | P/R | PE      | 03/29/08    | PR101 | 03/29/08 | 4 2008  | 4040 |        |          | 239.21    |
|      | LAB | P/R | PE      | 04/05/08    | PR105 | 04/05/08 | 4 2008  | 4030 | 30.00  |          | 842.40    |
|      | BRD | P/R | PE      | 04/05/08    | PR105 | 04/05/08 | 4 2008  | 4040 |        |          | 205.02    |
|      | LAB | P/R | PE      | 04/12/08    | PR107 | 04/12/08 | 4 2008  | 4030 | 32.00  |          | 898.56    |
|      | BRD | P/R | PE      | 04/12/08    | PR107 | 04/12/08 | 4 2008  | 4040 |        |          | 218.72    |
|      | LAB | P/R | PE      | 04/19/08    | PR108 | 04/19/08 | 4 2008  | 4030 | 31.00  |          | 870.48    |
|      | BRD | P/R | PE      | 04/19/08    | PR108 | 04/19/08 | 4 2008  | 4040 |        |          | 211.88    |
|      | LAB | P/R | PE      | 04/26/08    | PR109 | 04/26/08 | 5 2008  | 4030 | 31.00  |          | 870.48    |
|      | BRD | P/R | PE      | 04/26/08    | PR109 | 04/26/08 | 5 2008  | 4040 |        |          | 208.55    |
|      | LAB | P/R | PE      | 05/03/08    | PR111 | 05/03/08 | 5 2008  | 4030 | 28.00  |          | 786.24    |
|      | BRD | P/R | PE      | 05/03/08    | PR111 | 05/03/08 | 5 2008  | 4040 |        |          | 188.36    |
|      | LAB | P/R | PE      | 05/10/08    | PR112 | 05/10/08 | 5 2008  | 4030 | 66.00  |          | 1,779.68  |
|      | BRD | P/R | PE      | 05/10/08    | PR112 | 05/10/08 | 5 2008  | 4040 |        |          | 670.02    |
|      | LAB | P/R | PE      | 05/17/08    | PR113 | 05/17/08 | 5 2008  | 4030 | 70.00  |          | 1,892.00  |
|      | BRD | P/R | PE      | 05/17/08    | PR113 | 05/17/08 | 5 2008  | 4040 |        |          | 712.53    |
|      | LAB | P/R | PE      | 05/24/08    | PR118 | 05/24/08 | 5 2008  | 4030 | 74.00  |          | 2,004.32  |
|      | BRD | P/R | PE      | 05/24/08    | PR118 | 05/24/08 | 5 2008  | 4040 |        |          | 416.98    |
|      | LAB | P/R | PE      | 05/31/08    | PR119 | 05/31/08 | 6 2008  | 4030 | 52.00  |          | 1,401.28  |
|      | BRD | P/R | PE      | 05/31/08    | PR119 | 05/31/08 | 6 2008  | 4040 |        |          | 291.13    |
|      | LAB | P/R | PE      | 06/07/08    | PR120 | 06/07/08 | 6 2008  | 4030 | 32.00  |          | 839.68    |
|      | BRD | P/R | PE      | 06/07/08    | PR120 | 06/07/08 | 6 2008  | 4040 |        |          | 173.95    |
|      | LAB | P/R | PE      | 06/14/08    | PR122 | 06/14/08 | 6 2008  | 4030 | 50.00  |          | 1,348.80  |
|      | BRD | P/R | PE      | 06/14/08    | PR122 | 06/14/08 | 6 2008  | 4040 |        |          | 280.21    |
|      | LAB | P/R | PE      | 06/21/08    | PR123 | 06/21/08 | 6 2008  | 4030 | 58.00  |          | 1,569.76  |
|      | BRD | P/R | PE      | 06/21/08    | PR123 | 06/21/08 | 6 2008  | 4040 |        |          | 326.33    |
|      | LAB | P/R | PE      | 06/28/08    | PR124 | 06/28/08 | 7 2008  | 4030 | 62.00  |          | 1,682.08  |
|      | BRD | P/R | PE      | 06/28/08    | PR124 | 06/28/08 | 7 2008  | 4040 |        |          | 349.78    |
|      | LAB | P/R | PE      | 09/27/08    | PR142 | 09/27/08 | 10 2008 | 4030 | 40.00  |          | 1,123.20  |
|      | BRD | P/R | PE      | 09/27/08    | PR142 | 09/27/08 | 10 2008 | 4040 |        |          | 224.63    |
|      | LAB | P/R | PE      | 10/04/08    | PR143 | 10/04/08 | 10 2008 | 4030 | -40.00 |          | -1,123.20 |
|      | BRD | P/R | PE      | 10/04/08    | PR143 | 10/04/08 | 10 2008 | 4040 |        |          | -224.60   |
|      |     |     |         |             |       |          |         |      |        | -----    | -----     |
|      |     |     |         |             |       |          |         |      |        | 1,693.00 | 58,464.13 |

|      |     |                           |           |          |         |        |    |      |      |  |          |
|------|-----|---------------------------|-----------|----------|---------|--------|----|------|------|--|----------|
| COST | 01  | 480                       | Trash Bin |          |         |        |    |      |      |  |          |
|      | OTH | Dumpsters/#99.00.2395.01  | AP033     | 09/15/07 | 070915  | MERCIT | 10 | 2007 | 4060 |  | 450.53   |
|      | OTH | Dumpsters/#99.00.2395.01  | AP036     | 09/15/07 | 070915  | MERCIT | 9  | 2007 | 4060 |  | 450.53   |
|      | OTH | Dumpsters/ #99.00.2395.01 | AP105     | 06/05/08 | 080605  | MERCIT | 6  | 2008 | 4060 |  | 3,049.63 |
|      | OTH | Meridian Cty Hall-May     | AP137     | 04/18/07 | 18895   | MERCIT | 5  | 2007 | 4060 |  | 70.21    |
|      | OTH | Dumpsters/#99.00.2395.01  | AP164     | 10/05/07 | 071005b | MERCIT | 10 | 2007 | 4060 |  | 261.05   |

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Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 060675 thru 060675

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## JOB COST DETAIL-BY LINE ITEM

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |     |                           |             |          |         |        |    |      |      |  |  |           |
|------|-----|-----|---------------------------|-------------|----------|---------|--------|----|------|------|--|--|-----------|
| COST | 01  | 480 | Trash Bin                 | (continued) |          |         |        |    |      |      |  |  |           |
|      | OTH |     | Dumpsters/#99.00.2395.01  | AP164       | 02/05/08 | 080205b | MERCIT | 2  | 2008 | 4060 |  |  | 540.83    |
|      | OTH |     | Dumpsters #99.00.2395.01  | AP283       | 12/12/08 | 081212  | MERCIT | 12 | 2008 | 4060 |  |  | 836.90    |
|      | OTH |     | 4798531205486279 Jack     | AP325       | 12/01/08 | 0812yy  | USBANK | 12 | 2008 | 4060 |  |  | 42.77     |
|      | OTH |     | MERIDIAN CITY HALL        | AP331       | 10/03/07 | 20117   | BOICIT | 11 | 2007 | 4060 |  |  | 292.08    |
|      | OTH |     | Dumpsters #99.00.2395.1   | AP333       | 05/04/07 | 070504  | MERCIT | 6  | 2007 | 4060 |  |  | 89.38     |
|      | OTH |     | Dumpsters/99.00.2395.01   | AP339       | 07/05/08 | 080705b | MERCIT | 7  | 2008 | 4060 |  |  | 1,855.66  |
|      | OTH |     | VOID INV-City of Meridian | AP359       | 07/05/08 | 080705b | MERCIT | 7  | 2008 | 4060 |  |  | -1,855.66 |
|      | OTH |     | Dumpsters #99.00.2395.01  | AP360       | 07/05/08 | 080705_ | MERCIT | 7  | 2008 | 4060 |  |  | 1,855.66  |
|      | OTH |     | Dumpsters/#99.00.2395.01  | AP370       | 11/05/07 | 071105  | MERCIT | 11 | 2007 | 4060 |  |  | 292.08    |
|      | OTH |     | Dumpsters # 99.00.2395.01 | AP394       | 03/05/08 | 080305  | MERCIT | 3  | 2008 | 4060 |  |  | 1,295.74  |
|      | OTH |     | VOID INV-City of Boise    | AP412       | 10/03/07 | 20117   | BOICIT | 11 | 2007 | 4060 |  |  | -292.08   |
|      | OTH |     | Dumpsters/99.00.2395.01   | AP490       | 08/05/08 | 080805b | MERCIT | 8  | 2008 | 4060 |  |  | 2,163.21  |
|      | OTH |     | Dumpsters/#99.00.2395.01  | AP562       | 07/05/07 | 070705a | MERCIT | 7  | 2007 | 4060 |  |  | 89.38     |
|      | OTH |     | Dumpsters/#99.00.2395.01  | AP642       | 12/05/07 | 071205  | MERCIT | 12 | 2007 | 4060 |  |  | 292.08    |
|      | OTH |     | Dumpsters/#99.00.2395.01  | AP653       | 04/05/08 | 080405  | MERCIT | 4  | 2008 | 4060 |  |  | 1,846.53  |
|      | OTH |     | MERIDIAN CITY HALL        | AP682       | 08/11/08 | 886978  | WESIDA | 9  | 2008 | 4060 |  |  | 125.00    |
|      | OTH |     | Dumpsters #99.00.2395.01  | AP690       | 09/05/08 | 080905b | MERCIT | 9  | 2008 | 4060 |  |  | 3,155.76  |
|      | OTH |     | Dumpsters/#99.00.2395.01  | AP766       | 07/31/07 | 070731  | MERCIT | 8  | 2007 | 4060 |  |  | 684.48    |
|      | OTH |     | Dumpster/MCH #9900239501  | AP885       | 10/05/08 | 081005  | MERCIT | 10 | 2008 | 4060 |  |  | 2,084.50  |
|      | OTH |     | Dumpsters #99.00.2395.01  | AP886       | 05/05/08 | 080505  | MERCIT | 5  | 2008 | 4060 |  |  | 2,605.56  |
|      | OTH |     | Dumpsters/99.00.2395.01   | AP888       | 01/05/08 | 080105  | MERCIT | 1  | 2008 | 4060 |  |  | 1,019.78  |
|      | OTH |     | CORRECT CK#3674 PSTD 2X   | JC254       | 04/21/08 |         |        | 4  | 2008 | 4060 |  |  | -450.53   |
|      | OTH |     | SB 080920 MER. CITY TRASH | JC727       | 01/05/09 | AB      |        | 12 | 2008 | 4060 |  |  | -886.13   |

21,964.93

|      |     |     |                           |       |          |         |        |    |      |      |  |  |        |
|------|-----|-----|---------------------------|-------|----------|---------|--------|----|------|------|--|--|--------|
| COST | 01  | 485 | Twice Weekly Clean Up     |       |          |         |        |    |      |      |  |  |        |
|      | OTH |     | 4856200208135502 Jon A    | AP028 | 09/04/07 | 070904x | WFBUS  | 9  | 2007 | 4060 |  |  | 159.07 |
|      | OTH |     | Meridian City Hall - 3958 | AP102 | 10/18/08 | 124764  | TATES  | 11 | 2008 | 4060 |  |  | 99.48  |
|      | OTH |     | Meridian City Hall 3958   | AP102 | 10/31/08 | 128598  | TATES  | 11 | 2008 | 4060 |  |  | 75.98  |
|      | OTH |     | 4856200208135502 Jon A.   | AP196 | 02/01/08 | 080201x | WFBUS  | 2  | 2008 | 4060 |  |  | 127.06 |
|      | OTH |     | 4856200208135502 Jon A.   | AP229 | 10/03/07 | 071003x | WFBUS  | 10 | 2007 | 4060 |  |  | 10.59  |
|      | OTH |     | Meridian City Hall        | AP249 | 11/21/08 | 0090427 | SPECON | 12 | 2008 | 4060 |  |  | 295.16 |
|      | OTH |     | Meridian City Hall        | AP249 | 11/20/08 | 133558  | TATES  | 12 | 2008 | 4060 |  |  | 178.01 |
|      | OTH |     | Meridian City Hall        | AP335 | 08/14/08 | 55530   | NAMFLO | 12 | 2008 | 4060 |  |  | 318.00 |
|      | OTH |     | MERIDIAN CITY HALL        | AP422 | 11/02/07 | 5091112 | LABORR | 11 | 2007 | 4060 |  |  | 75.63  |
|      | OTH |     | MCH                       | AP464 | 07/31/08 | 63314   | CURCLE | 8  | 2008 | 4060 |  |  | 130.00 |
|      | OTH |     | Reimbursement 8/18        | AP496 | 08/18/08 | 80818   | VAUJER | 8  | 2008 | 4060 |  |  | 52.65  |
|      | OTH |     | MERIDIAN CITY HALL        | AP515 | 11/16/07 | 2707112 | LABORR | 12 | 2007 | 4060 |  |  | 213.13 |
|      | OTH |     | 4798531205483078 CHILD P  | AP554 | 08/11/08 | 0808AA  | USBANK | 8  | 2008 | 4060 |  |  | 24.32  |
|      | OTH |     | 4798531205486279 VAUGHN J | AP554 | 08/11/08 | 0808XX  | USBANK | 8  | 2008 | 4060 |  |  | 21.53  |
|      | OTH |     | Temp Clerk                | AP713 | 04/23/08 | 80423   | HOADAN | 4  | 2008 | 4060 |  |  | 148.75 |
|      | OTH |     | 4798531205486279 J Vaughn | AP942 | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 |  |  | 20.38  |
|      | OTH |     | 4798531205486279 J Vaughn | AP942 | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 |  |  | 195.40 |
|      | OTH |     | 4798531205486279 J Vaughn | AP942 | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 |  |  | 175.86 |
|      | OTH |     | 4798531206167019 AITKEN P | AP975 | 10/09/08 | 0810DD  | USBANK | 10 | 2008 | 4060 |  |  | 6.24   |

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**JOB COST DETAIL-BY LINE ITEM**  
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Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16 Period Range: Job To-Date

| TYPE                                          | PHASE | COST                    | CHG | JOURN                             | ---REFERENCE---  | VEND   | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD   |
|-----------------------------------------------|-------|-------------------------|-----|-----------------------------------|------------------|--------|----------------|---------|-------|---------|----------|
|                                               |       | CODE                    | ORD | #                                 | DATE NO          | CUST   | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT   |
| Job No: 060675 Meridian City Hall (continued) |       |                         |     |                                   |                  |        |                |         |       |         |          |
| COST                                          | 01    | 485                     |     | Twice Weekly Clean Up (continued) |                  |        |                |         |       |         |          |
|                                               | LAB   | P/R                     | PE  | 08/30/08                          | PR135 08/30/08   |        | 9 2008 4030    |         |       | 2.00    | 45.02    |
|                                               | BRD   | P/R                     | PE  | 08/30/08                          | PR135 08/30/08   |        | 9 2008 4040    |         |       |         | 10.92    |
|                                               |       |                         |     |                                   |                  |        |                |         |       | 2.00    | 2,383.18 |
| COST                                          | 01    | 490                     |     | Street Clean up                   |                  |        |                |         |       |         |          |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP511                             | 07/22/08 95266   | TATES  | 8 2008 4060    |         |       |         | 171.72   |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP728                             | 09/11/08 64291   | CURCLE | 9 2008 4060    |         |       |         | 130.00   |
|                                               |       |                         |     |                                   |                  |        |                |         |       |         | 301.72   |
| COST                                          | 01    | 501                     |     | Storage Container                 |                  |        |                |         |       |         |          |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP156                             | 06/11/08 5759    | STOCUB | 6 2008 4060    |         |       |         | 47.00    |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP199                             | 02/12/08 5267    | STOCUB | 2 2008 4060    |         |       |         | 47.00    |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP368                             | 07/11/08 5865    | STOCUB | 7 2008 4060    |         |       |         | 94.00    |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP451                             | 03/11/08 5404    | STOCUB | 3 2008 4060    |         |       |         | 47.00    |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP636                             | 12/04/07 5026    | STOCUB | 12 2007 4060   |         |       |         | 106.00   |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP706                             | 04/14/08 5528    | STOCUB | 4 2008 4060    |         |       |         | 47.00    |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP714                             | 12/17/07 5054    | STOCUB | 12 2007 4060   |         |       |         | 47.00    |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP922                             | 05/15/08 5615    | STOCUB | 5 2008 4060    |         |       |         | 47.00    |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP995                             | 01/09/08 5108    | STOCUB | 1 2008 4060    |         |       |         | 47.00    |
|                                               |       |                         |     |                                   |                  |        |                |         |       |         | 529.00   |
| COST                                          | 01    | 504                     |     | Project Trailer                   |                  |        |                |         |       |         |          |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP030                             | 01/23/08 6851529 | GECAP1 | 1 2008 4060    |         |       |         | 139.05   |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP045                             | 05/21/08 7517006 | GECAP1 | 6 2008 4060    |         |       |         | 139.05   |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP156                             | 05/16/08 0679914 | DESSPA | 6 2008 4060    |         |       |         | 937.72   |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP156                             | 06/13/08 0682867 | DESSPA | 6 2008 4060    |         |       |         | 937.72   |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP156                             | 06/22/08 6768530 | GECAP1 | 6 2008 4060    |         |       |         | 139.05   |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP156                             | 04/30/08 9817    | PRECOM | 6 2008 4060    |         |       |         | 1,233.12 |
|                                               | EQP   | Meridian City Hall-May  |     | AP174                             | 05/18/07 0653112 | DESSPA | 5 2007 4020    |         |       |         | 352.76   |
|                                               | EQP   | Meridian City Hall-Jan  |     | AP182                             | 01/19/07 0646717 | DESSPA | 1 2007 4020    |         |       |         | 352.76   |
|                                               | EQP   | MERIDIAN CITY HALL      |     | AP199                             | 02/15/08 0673461 | DESSPA | 2 2008 4020    |         |       |         | 352.76   |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP229                             | 02/20/08 7008504 | GECAP1 | 2 2008 4060    |         |       |         | 139.05   |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP238                             | 10/19/07 664522  | DESSPA | 10 2007 4060   |         |       |         | 352.76   |
|                                               | OTH   | Meridian City Hall      |     | AP249                             | 11/23/08 8542127 | GECAP1 | 12 2008 4060   |         |       |         | 139.05   |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP356                             | 07/11/08 0685062 | DESSPA | 7 2008 4060    |         |       |         | 937.72   |
|                                               | OTH   | 4798531205486279 VAUGHN |     | AP358                             | 07/09/08 0807XX  | USBANK | 7 2008 4060    |         |       |         | 79.22    |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP390                             | 07/23/08 7864726 | GECAP1 | 7 2008 4060    |         |       |         | 139.05   |
|                                               | EQP   | Meridian City Hall      |     | AP421                             | 10/31/06 0642681 | DESSPA | 11 2006 4020   |         |       |         | 1,106.98 |
|                                               | EQP   | Meridian City Hall      |     | AP448                             | 12/21/08 8673519 | GECAP  | 12 2008 4020   |         |       |         | 161.05   |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP451                             | 03/14/08 675565  | DESSPA | 3 2008 4060    |         |       |         | 352.76   |
|                                               | EQP   | Meridian City Hall      |     | AP507                             | 11/15/06 101450  | DESSPA | 11 2006 4020   |         |       |         | 837.60   |
|                                               | EQP   | Meridian City Hall      |     | AP507                             | 11/09/06 1469897 | TATES  | 11 2006 4020   |         |       |         | 24.91    |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP511                             | 08/08/08 687362  | DESSPA | 8 2008 4060    |         |       |         | 937.72   |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP528                             | 11/16/07 0666799 | DESSPA | 12 2007 4060   |         |       |         | 352.76   |
|                                               | OTH   | MERIDIAN CITY HALL      |     | AP557                             | 03/23/08 7176465 | GECAP1 | 4 2008 4060    |         |       |         | 139.05   |

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Period Range: Job To-Date

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEN  | -----G/L-----  | MTL/ | UNITS | LAB/  | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|------|-------|-------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE |       | HOURS | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |                 |             |         |        |              |  |  |  |          |
|------|-----|---------------------------|-----------------|-------------|---------|--------|--------------|--|--|--|----------|
| COST | 01  | 504                       | Project Trailer | (continued) |         |        |              |  |  |  |          |
|      | OTH | MERIDIAN CITY HALL        | AP592           | 07/13/07    | 656741  | DESSPA | 7 2007 4060  |  |  |  | 352.76   |
|      | OTH | MERIDIAN CITY HALL        | AP593           | 07/01/07    | 5718342 | GECAP  | 7 2007 4060  |  |  |  | 182.30   |
|      | OTH | MERIDIAN CITY HALL        | AP636           | 11/21/07    | 6516642 | GECAP  | 12 2007 4060 |  |  |  | 95.80    |
|      | EQP | Meridian City Hall-Nov    | AP641           | 11/24/06    | 0644004 | DESSPA | 11 2006 4020 |  |  |  | 352.76   |
|      | OTH | MERIDIAN CITY HALL        | AP674           | 12/14/07    | 668881  | DESSPA | 12 2007 4060 |  |  |  | 352.76   |
|      | OTH | MERIDIAN CITY HALL        | AP682           | 08/24/08    | 8027625 | GECAP  | 9 2008 4060  |  |  |  | 139.05   |
|      | OTH | MERIDIAN CITY HALL        | AP682           | 09/08/08    | 10369   | PRECQM | 9 2008 4060  |  |  |  | 514.90   |
|      | OTH | MERIDIAN CITY HALL        | AP682           | 09/04/08    | 109845  | TATES  | 9 2008 4060  |  |  |  | 43.99    |
|      | OTH | MERIDIAN CITY HALL        | AP682           | 08/15/08    | 4107795 | WILSCO | 9 2008 4060  |  |  |  | 250.46   |
|      | OTH | MERIDIAN CITY HALL        | AP706           | 03/31/08    | 0676928 | DESSPA | 4 2008 4060  |  |  |  | 256.00   |
|      | OTH | MERIDIAN CITY HALL        | AP706           | 03/31/08    | 0676941 | DESSPA | 4 2008 4060  |  |  |  | 4,547.72 |
|      | OTH | MERIDIAN CITY HALL        | AP733           | 07/22/07    | 5852276 | GECAP  | 8 2007 4060  |  |  |  | 321.35   |
|      | OTH | 4798531205483177 SCOTT T. | AP733           | 04/09/08    | 080409L | USBANK | 4 2008 4060  |  |  |  | 30.21    |
|      | OTH | 4798531205483177 SCOTT T. | AP733           | 04/09/08    | 080409L | USBANK | 4 2008 4060  |  |  |  | 224.68   |
|      | OTH | 4798531205483177 SCOTT T. | AP733           | 04/09/08    | 080409L | USBANK | 4 2008 4060  |  |  |  | 92.16    |
|      | EQP | Meridian City Hall-Mar    | AP739           | 03/16/07    | 0649872 | DESSPA | 3 2007 4020  |  |  |  | 352.76   |
|      | OTH | 4798531205494869 Barb C   | AP748           | 04/09/08    | 0804gg  | USBANK | 4 2008 4060  |  |  |  | 3.07     |
|      | OTH | MERIDIAN CITY HALL        | AP750           | 09/17/08    | 0690595 | DESSPA | 9 2008 4060  |  |  |  | 3,128.43 |
|      | OTH | MERIDIAN CITY HALL        | AP750           | 09/08/08    | 4656153 | WILSCO | 9 2008 4060  |  |  |  | 137.00   |
|      | OTH | MERIDIAN CITY HALL        | AP756           | 04/20/08    | 7315642 | GECAP  | 4 2008 4060  |  |  |  | 139.05   |
|      | OTH | MERIDIAN CITY HALL        | AP778           | 09/21/08    | 8189551 | GECAP  | 9 2008 4060  |  |  |  | 139.05   |
|      | EQP | Meridian City Hall-Dec    | AP790           | 12/15/06    | 0645090 | DESSPA | 12 2006 4020 |  |  |  | 352.76   |
|      | OTH | MERIDIAN CITY HALL        | AP847           | 08/17/07    | 0659564 | DESSPA | 8 2007 4060  |  |  |  | 352.76   |
|      | OTH | MERIDIAN CITY HALL        | AP847           | 08/22/07    | 6008257 | GECAP  | 8 2007 4060  |  |  |  | 278.10   |
|      | OTH | MERIDIAN CITY HALL        | AP861           | 12/23/07    | 6677058 | GECAP  | 1 2008 4060  |  |  |  | 139.05   |
|      | OTH | 4798531205486279 J Vaughn | AP942           | 10/09/08    | 0810XX  | USBANK | 10 2008 4060 |  |  |  | 60.39    |
|      | EQP | Meridian City Hall-Apr    | AP973           | 04/13/07    | 0651344 | DESSPA | 4 2007 4020  |  |  |  | 352.76   |
|      | OTH | MERIDIAN CITY HALL        | AP986           | 09/14/07    | 0661620 | DESSPA | 9 2007 4060  |  |  |  | 352.76   |
|      | EQP | MERIDIAN CITY HALL        | AP995           | 01/18/08    | 0671587 | DESSPA | 1 2008 4020  |  |  |  | 352.76   |
|      | OTH | MOVED FROM 01-040         | JC271           | 04/29/08    | CSC     |        | 4 2008 4060  |  |  |  | 928.90   |
|      | OTH | FROM 01 415               | JC735           | 06/30/07    | 061507  |        | 6 2007 4060  |  |  |  | 352.76   |
|      | EQP | Refund Modular Space      | JC837           | 03/05/09    | 43145   |        | 3 2009 4020  |  |  |  | -161.05  |

25,301.88

|      |     |                    |                |          |         |        |              |  |  |  |        |
|------|-----|--------------------|----------------|----------|---------|--------|--------------|--|--|--|--------|
| COST | 01  | 506                | Drinking Water |          |         |        |              |  |  |  |        |
|      | OTH | Meridian City Hall | AP102          | 09/03/08 | 1487243 | TRECOF | 11 2008 4060 |  |  |  | -17.33 |
|      | OTH | MERIDIAN CITY HALL | AP106          | 10/03/07 | 1129367 | TRECOF | 2 2008 4060  |  |  |  | 15.74  |
|      | OTH | MERIDIAN CITY HALL | AP106          | 10/31/07 | 1147415 | TRECOF | 2 2008 4060  |  |  |  | 20.03  |
|      | OTH | MERIDIAN CITY HALL | AP106          | 11/28/07 | 1177319 | TRECOF | 2 2008 4060  |  |  |  | 5.14   |
|      | OTH | MERIDIAN CITY HALL | AP106          | 11/19/07 | 1177503 | TRECOF | 2 2008 4060  |  |  |  | 26.02  |
|      | OTH | MERIDIAN CITY HALL | AP106          | 01/08/08 | 1196856 | TRECOF | 2 2008 4060  |  |  |  | 36.31  |
|      | OTH | MERIDIAN CITY HALL | AP106          | 12/12/07 | 1204420 | TRECOF | 2 2008 4060  |  |  |  | 26.02  |
|      | OTH | MERIDIAN CITY HALL | AP106          | 01/15/08 | 1244414 | TRECOF | 2 2008 4060  |  |  |  | 10.02  |
|      | OTH | MERIDIAN CITY HALL | AP106          | 01/23/08 | 1246906 | TRECOF | 2 2008 4060  |  |  |  | 10.28  |
|      | OTH | MERIDIAN CITY HALL | AP151          | 09/18/07 | 1099763 | TRECOF | 10 2007 4060 |  |  |  | 31.16  |

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                     |                |             |         |        |              |  |  |  |        |
|------|-----|---------------------|----------------|-------------|---------|--------|--------------|--|--|--|--------|
| COST | 01  | 506                 | Drinking Water | (continued) |         |        |              |  |  |  |        |
|      | OTH | MERIDIAN CITY HALL  | AP156          | 03/05/08    | 1297977 | TRECOF | 6 2008 4060  |  |  |  | 22.15  |
|      | OTH | MERIDIAN CITY HALL  | AP156          | 03/19/08    | 1307146 | TRECOF | 6 2008 4060  |  |  |  | 16.43  |
|      | OTH | MERIDIAN CITY HALL  | AP156          | 04/02/08    | 1321778 | TRECOF | 6 2008 4060  |  |  |  | 33.71  |
|      | OTH | MERIDIAN CITY HALL  | AP156          | 04/16/08    | 1337837 | TRECOF | 6 2008 4060  |  |  |  | 11.55  |
|      | OTH | MERIDIAN CITY HALL  | AP156          | 04/30/08    | 1352433 | TRECOF | 6 2008 4060  |  |  |  | 22.21  |
|      | OTH | MERIDIAN CITY HALL  | AP156          | 05/14/08    | 1367968 | TRECOF | 6 2008 4060  |  |  |  | 28.99  |
|      | OTH | MERIDIAN CITY HALL  | AP156          | 05/28/08    | 1369040 | TRECOF | 6 2008 4060  |  |  |  | 11.55  |
|      | OTH | MERIDIAN CITY HALL  | AP156          | 06/11/08    | 1397038 | TRECOF | 6 2008 4060  |  |  |  | 28.99  |
|      | OTH | Correct Ded Invoice | AP218          | 09/03/08    | 87243R  | TRECOF | 11 2008 4060 |  |  |  | 17.33  |
|      | OTH | MCH                 | AP288          | 06/25/08    | 1397357 | TRECOF | 7 2008 4060  |  |  |  | 34.66  |
|      | OTH | MERIDIAN CITY HALL  | AP357          | 07/09/08    | 1427810 | TRECOF | 7 2008 4060  |  |  |  | 68.80  |
|      | OTH | MERIDIAN CITY HALL  | AP544          | 06/13/07    | 11606   | TRECOF | 7 2007 4060  |  |  |  | 24.96  |
|      | OTH | MERIDIAN CITY HALL  | AP544          | 05/02/07    | 984703  | TRECOF | 7 2007 4060  |  |  |  | 35.24  |
|      | OTH | MERIDIAN CITY HALL  | AP544          | 05/16/07    | 984906  | TRECOF | 7 2007 4060  |  |  |  | 10.28  |
|      | OTH | MERIDIAN CITY HALL  | AP544          | 05/30/07    | 997547  | TRECOF | 7 2007 4060  |  |  |  | 5.14   |
|      | OTH | MERIDIAN CITY HALL  | AP554          | 07/23/08    | 1428168 | TRECOF | 8 2008 4060  |  |  |  | 34.66  |
|      | OTH | MERIDIAN CITY HALL  | AP554          | 08/06/08    | 1457210 | TRECOF | 8 2008 4060  |  |  |  | 57.45  |
|      | OTH | MERIDIAN CITY HALL  | AP554          | 08/20/08    | 1457319 | TRECOF | 8 2008 4060  |  |  |  | 46.22  |
|      | OTH | MERIDIAN CITY HALL  | AP849          | 02/19/08    | 1261055 | TRECOF | 5 2008 4060  |  |  |  | 33.71  |
|      | OTH | MERIDIAN CITY HALL  | AP849          | 02/26/08    | 1289604 | TRECOF | 5 2008 4060  |  |  |  | 5.78   |
|      | OTH | MERIDIAN CITY HALL  | AP986          | 07/11/07    | 27113   | TRECOF | 9 2007 4060  |  |  |  | 15.74  |
|      | OTH | MERIDIAN CITY HALL  | AP986          | 07/25/07    | 56426   | TRECOF | 9 2007 4060  |  |  |  | 10.28  |
|      | OTH | MERIDIAN CITY HALL  | AP986          | 08/08/07    | 71384   | TRECOF | 9 2007 4060  |  |  |  | 15.74  |
|      | OTH | MERIDIAN CITY HALL  | AP986          | 08/21/07    | 87043   | TRECOF | 9 2007 4060  |  |  |  | 10.28  |
|      | OTH | Refund TVCoffee     | JC627          | 11/19/08    | 77667   |        | 11 2008 4060 |  |  |  | -17.33 |
|      |     |                     |                |             |         |        |              |  |  |  | 747.91 |

|      |     |                         |                   |          |        |        |              |  |  |       |          |
|------|-----|-------------------------|-------------------|----------|--------|--------|--------------|--|--|-------|----------|
| COST | 01  | 510                     | Material Delivery |          |        |        |              |  |  |       |          |
|      | OTH | MERIDIAN CITY HALL      | AP510             | 08/01/08 | 98515  | TATES  | 8 2008 4060  |  |  |       | 206.29   |
|      | OTH | MERIDIAN CITY HALL      | AP682             | 07/28/08 | 96517  | TATES  | 9 2008 4060  |  |  |       | 1,112.52 |
|      | OTH | 4798531205486279 VAUGHN | AP721             | 09/10/08 | 0809XX | USBANK | 9 2008 4060  |  |  |       | 75.00    |
|      | OTH | 4798531205486279 VAUGHN | AP721             | 09/10/08 | 0809XX | USBANK | 9 2008 4060  |  |  |       | 33.05    |
|      | OTH | MERIDIAN CITY HALL      | AP872             | 08/25/08 | 96517A | TATES  | 10 2008 4060 |  |  |       | 1,855.00 |
|      | LAB | P/R PE 01/24/09         | JC786             | 01/30/09 |        |        | 1 2009 4030  |  |  | -1.00 | -25.51   |
|      | BRD | P/R PE 01/24/09         | JC786             | 01/30/09 |        |        | 1 2009 4040  |  |  |       | -5.80    |
|      | LAB | P/R P/E 01/24/09        | JC787             | 01/30/09 |        |        | 1 2009 4030  |  |  | 1.00  | 25.51    |
|      | LAB | P/R P/E 01/24/09        | JC787             | 01/30/09 |        |        | 1 2009 4030  |  |  | -1.00 | -22.51   |
|      | LAB | P/R PE 01/24/09         | PR178             | 01/24/09 |        |        | 1 2009 4030  |  |  | 1.00  | 22.51    |
|      | BRD | P/R PE 01/24/09         | PR178             | 01/24/09 |        |        | 1 2009 4040  |  |  |       | 5.80     |
|      |     |                         |                   |          |        |        |              |  |  |       | 3,281.86 |

|      |     |                    |             |          |      |        |              |  |  |  |        |
|------|-----|--------------------|-------------|----------|------|--------|--------------|--|--|--|--------|
| COST | 01  | 512                | Photographs |          |      |        |              |  |  |  |        |
|      | OTH | MERIDIAN CITY HALL | AP030       | 01/26/08 | 4467 | IDAAIR | 1 2008 4060  |  |  |  | 174.90 |
|      | OTH | Meridian City Hall | AP102       | 10/30/08 | 4714 | IDAAIR | 11 2008 4060 |  |  |  | 174.90 |
|      | OTH | MERIDIAN CITY HALL | AP129       | 09/30/07 | 4372 | IDAAIR | 10 2007 4060 |  |  |  | 87.45  |

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Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16

## JOB COST DETAIL-BY LINE ITEM

(job history only)

Report Code: 28.81

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Period Range: Job To-Date

| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                    |             |       |          |        |        |    |      |      |  |  |             |
|------|-----|--------------------|-------------|-------|----------|--------|--------|----|------|------|--|--|-------------|
| COST | 01  | 512                | Photographs |       |          |        |        |    |      |      |  |  |             |
|      |     |                    |             |       |          |        |        |    |      |      |  |  | (continued) |
|      | OTH | MERIDIAN CITY HALL |             | AP156 | 05/30/08 | 4560   | IDAAIR | 6  | 2008 | 4060 |  |  | 174.90      |
|      | OTH | Meridian City Hall |             | AP249 | 11/30/08 | 4734   | IDAAIR | 12 | 2008 | 4060 |  |  | 174.90      |
|      | OTH | MERIDIAN CITY HALL |             | AP327 | 02/29/08 | 4491   | IDAAIR | 3  | 2008 | 4060 |  |  | 174.90      |
|      | OTH | Meridian City Hall |             | AP336 | 05/31/07 | 4241   | IDAAIR | 6  | 2007 | 4060 |  |  | 87.45       |
|      | OTH | MERIDIAN CITY HALL |             | AP511 | 07/31/08 | 4626   | IDAAIR | 8  | 2008 | 4060 |  |  | 174.90      |
|      | OTH | MERIDIAN CITY HALL |             | AP544 | 06/30/07 | 063007 | IDAAIR | 7  | 2007 | 4060 |  |  | 87.45       |
|      | OTH | MERIDIAN CITY HALL |             | AP570 | 11/30/07 | 4414   | IDAAIR | 12 | 2007 | 4060 |  |  | 174.90      |
|      | OTH | MERIDIAN CITY HALL |             | AP613 | 03/31/08 | 4506   | IDAAIR | 4  | 2008 | 4060 |  |  | 174.90      |
|      | OTH | MERIDIAN CITY HALL |             | AP682 | 08/31/08 | 4647   | IDAAIR | 9  | 2008 | 4060 |  |  | 174.90      |
|      | OTH | MERIDIAN CITY HALL |             | AP733 | 07/31/07 | 4294   | IDAAIR | 8  | 2007 | 4060 |  |  | 87.45       |
|      | OTH | MERIDIAN CITY HALL |             | AP856 | 04/30/08 | 4530   | IDAAIR | 5  | 2008 | 4060 |  |  | 174.90      |
|      | OTH | MERIDIAN CITY HALL |             | AP861 | 12/31/07 | 4453   | IDAAIR | 1  | 2008 | 4060 |  |  | 87.45       |
|      | OTH | MERIDIAN CITY HALL |             | AP872 | 09/30/08 | 4685   | IDAAIR | 10 | 2008 | 4060 |  |  | 174.90      |
|      | OTH | MERIDIAN CITY HALL |             | AP949 | 08/31/07 | 4326   | IDAAIR | 9  | 2007 | 4060 |  |  | 90.10       |
|      | OTH | MOVED FROM 060625  |             | JC438 | 07/25/08 | CSC    |        | 7  | 2008 | 4060 |  |  | 174.90      |

2,626.15

|      |     |                         |                  |       |          |        |        |    |      |      |  |  |          |
|------|-----|-------------------------|------------------|-------|----------|--------|--------|----|------|------|--|--|----------|
| COST | 01  | 520                     | Plans & Printing |       |          |        |        |    |      |      |  |  |          |
|      | OTH | MERIDIAN CITY HALL      |                  | AP064 | 09/20/07 | 261937 | BLUSPE | 10 | 2007 | 4060 |  |  | 211.47   |
|      | OTH | MERIDIAN CITY HALL      |                  | AP064 | 09/20/07 | 32766  | CAPCOP | 10 | 2007 | 4060 |  |  | 133.56   |
|      | OTH | MERIDIAN CITY HALL      |                  | AP069 | 04/30/08 | 271373 | BLUSPE | 6  | 2008 | 4060 |  |  | 257.58   |
|      | OTH | Meridian City Hall      |                  | AP099 | 03/20/09 | 2034   | BLUSPE | 4  | 2009 | 4060 |  |  | 323.19   |
|      | OTH | Meridian City Hall      |                  | AP099 | 03/23/09 | 2116   | BLUSPE | 4  | 2009 | 4060 |  |  | 2,213.48 |
|      | OTH | Meridian City Hall      |                  | AP102 | 10/30/08 | 278521 | BLUSPE | 11 | 2008 | 4060 |  |  | 25.76    |
|      | OTH | Meridian City Hall      |                  | AP102 | 10/31/08 | 278546 | BLUSPE | 11 | 2008 | 4060 |  |  | 50.59    |
|      | OTH | Meridian City Hall      |                  | AP102 | 11/06/08 | 278666 | BLUSPE | 11 | 2008 | 4060 |  |  | 0.95     |
|      | OTH | MERIDIAN CITY HALL      |                  | AP129 | 01/01/07 | 262383 | BLUSPE | 10 | 2007 | 4060 |  |  | 48.65    |
|      | OTH | MERIDIAN CITY HALL      |                  | AP129 | 10/02/07 | 262489 | BLUSPE | 10 | 2007 | 4060 |  |  | 142.18   |
|      | OTH | MERIDIAN CITY HALL      |                  | AP129 | 08/08/07 | 32279  | CAPCOP | 10 | 2007 | 4060 |  |  | 15.90    |
|      | OTH | MERIDIAN CITY HALL      |                  | AP129 | 10/02/07 | 32874  | CAPCOP | 10 | 2007 | 4060 |  |  | 133.56   |
|      | OTH | Meridian City Hall-Jan  |                  | AP140 | 01/08/07 | 249318 | BLUSPE | 1  | 2007 | 4060 |  |  | 58.44    |
|      | OTH | MERIDIAN CITY HALL      |                  | AP151 | 10/05/07 | 265090 | BLUSPE | 10 | 2007 | 4060 |  |  | 352.45   |
|      | OTH | MERIDIAN CITY HALL      |                  | AP151 | 10/05/07 | 32910  | CAPCOP | 10 | 2007 | 4060 |  |  | 333.90   |
|      | OTH | MERIDIAN CITY HALL      |                  | AP156 | 06/16/08 | 273334 | BLUSPE | 6  | 2008 | 4060 |  |  | 48.34    |
|      | OTH | MCH Digital Bond Copies |                  | AP160 | 11/10/08 | 271309 | BLUPRN | 11 | 2008 | 4060 |  |  | 2.86     |
|      | OTH | MERIDIAN CITY HALL      |                  | AP170 | 02/12/08 | 267826 | BLUSPE | 2  | 2008 | 4060 |  |  | 26.71    |
|      | OTH | MERIDIAN CITY HALL      |                  | AP197 | 10/17/07 | 265583 | BLUSPE | 10 | 2007 | 4060 |  |  | 38.92    |
|      | OTH | Meridian City Hall      |                  | AP249 | 11/25/08 | 272333 | BLUPRN | 12 | 2008 | 4060 |  |  | 5.72     |
|      | OTH | Meridian City Hall      |                  | AP249 | 11/25/08 | 272435 | BLUPRN | 12 | 2008 | 4060 |  |  | 5.72     |
|      | OTH | Meridian City Hall      |                  | AP249 | 11/21/08 | 279153 | BLUSPE | 12 | 2008 | 4060 |  |  | 47.31    |
|      | OTH | MERIDIAN CITY HALL      |                  | AP285 | 10/26/07 | 266025 | BLUSPE | 11 | 2007 | 4060 |  |  | 28.47    |
|      | OTH | MCH                     |                  | AP288 | 06/19/08 | 273481 | BLUSPE | 7  | 2008 | 4060 |  |  | 38.16    |
|      | OTH | Meridian City Hall      |                  | AP321 | 05/31/07 | 256572 | BLUSPE | 6  | 2007 | 4060 |  |  | 5,309.01 |
|      | OTH | Meridian City Hall      |                  | AP321 | 05/31/07 | 31491  | CAPCOP | 6  | 2007 | 4060 |  |  | 2,073.36 |
|      | OTH | MERIDIAN CITY HALL      |                  | AP327 | 03/03/08 | 268660 | BLUSPE | 3  | 2008 | 4060 |  |  | 667.80   |

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Period Range: Job To-Date

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                         |                  |             |         |        |    |      |      |  |  |  |          |
|------|-----|-------------------------|------------------|-------------|---------|--------|----|------|------|--|--|--|----------|
| COST | 01  | 520                     | Plans & Printing | (continued) |         |        |    |      |      |  |  |  |          |
|      | OTH | MERIDIAN CITY HALL      | AP331            | 11/02/07    | 266317  | BLUSPE | 11 | 2007 | 4060 |  |  |  | 1,139.44 |
|      | OTH | MERIDIAN CITY HALL      | AP331            | 11/02/07    | 266318  | BLUSPE | 11 | 2007 | 4060 |  |  |  | 70.96    |
|      | OTH | MERIDIAN CITY HALL      | AP331            | 11/05/07    | 266356  | BLUSPE | 11 | 2007 | 4060 |  |  |  | 87.98    |
|      | OTH | MERIDIAN CITY HALL      | AP331            | 11/05/07    | 33271   | CAPCOP | 11 | 2007 | 4060 |  |  |  | 2,798.08 |
|      | OTH | Meridian City Hall      | AP334            | 06/14/07    | 257251  | BLUSPE | 6  | 2007 | 4060 |  |  |  | 63.07    |
|      | OTH | 4798531205486279 VAUGHN | AP358            | 07/09/08    | 0807XX  | USBANK | 7  | 2008 | 4060 |  |  |  | 8.48     |
|      | OTH | Meridian City Hall-Feb  | AP383            | 01/26/07    | 250368  | BLUSPE | 2  | 2007 | 4060 |  |  |  | 1,238.77 |
|      | OTH | Meridian City Hall-Feb  | AP383            | 01/29/07    | 250403  | BLUSPE | 2  | 2007 | 4060 |  |  |  | 442.42   |
|      | OTH | Meridian City Hall-Feb  | AP383            | 01/30/07    | 250471  | BLUSPE | 2  | 2007 | 4060 |  |  |  | 337.08   |
|      | OTH | MERIDIAN CITY HALL      | AP422            | 11/14/07    | 266743  | BLUSPE | 11 | 2007 | 4060 |  |  |  | 434.07   |
|      | OTH | MERIDIAN CITY HALL      | AP422            | 11/14/07    | 33340   | CAPCOP | 11 | 2007 | 4060 |  |  |  | 799.45   |
|      | OTH | MERIDIAN CITY HALL      | AP426            | 11/19/07    | 266917  | BLUSPE | 11 | 2007 | 4060 |  |  |  | 74.78    |
|      | OTH | MERIDIAN CITY HALL      | AP440            | 11/21/07    | 267006  | BLUSPE | 11 | 2007 | 4060 |  |  |  | 445.20   |
|      | OTH | MERIDIAN CITY HALL      | AP440            | 11/21/07    | 267028  | BLUSPE | 11 | 2007 | 4060 |  |  |  | 26.50    |
|      | OTH | MERIDIAN CITY HALL      | AP451            | 03/18/08    | 269395  | BLUSPE | 3  | 2008 | 4060 |  |  |  | 422.94   |
|      | OTH | MERIDIAN CITY HALL      | AP451            | 03/18/08    | 34663   | CAPCOP | 3  | 2008 | 4060 |  |  |  | 516.59   |
|      | OTH | MCH                     | AP464            | 07/29/08    | 275073  | BLUSPE | 8  | 2008 | 4060 |  |  |  | 12.17    |
|      | OTH | Meridian City Hall-Feb  | AP485            | 02/15/07    | 251301  | BLUSPE | 2  | 2007 | 4060 |  |  |  | 194.78   |
|      | OTH | Meridian City Hall-Feb  | AP485            | 02/16/07    | 251354  | BLUSPE | 2  | 2007 | 4060 |  |  |  | 381.21   |
|      | OTH | MERIDIAN CITY HALL      | AP491            | 07/05/07    | 31951   | CAPCOP | 7  | 2007 | 4060 |  |  |  | 232.78   |
|      | OTH | MERIDIAN CITY HALL      | AP510            | 08/12/08    | 275673  | BLUSPE | 8  | 2008 | 4060 |  |  |  | 504.56   |
|      | OTH | MERIDIAN CITY HALL      | AP510            | 08/15/08    | 275826  | BLUSPE | 8  | 2008 | 4060 |  |  |  | 30.74    |
|      | OTH | MERIDIAN CITY HALL      | AP510            | 08/15/08    | 36688   | CAPCOP | 8  | 2008 | 4060 |  |  |  | 154.34   |
|      | OTH | MERIDIAN CITY HALL      | AP510            | 08/15/08    | 36692   | CAPCOP | 8  | 2008 | 4060 |  |  |  | 15.74    |
|      | OTH | MERIDIAN CITY HALL      | AP544            | 06/13/07    | 257222  | BLUSPE | 7  | 2007 | 4060 |  |  |  | 81.23    |
|      | OTH | MCCALL HIGH / MCH       | AP554            | 08/23/08    | 080823  | IDAHO  | 8  | 2008 | 4060 |  |  |  | 320.84   |
|      | OTH | MERIDIAN CITY HALL      | AP557            | 04/02/08    | 270141  | BLUSPE | 4  | 2008 | 4060 |  |  |  | 18.93    |
|      | OTH | MERIDIAN CITY HALL      | AP562            | 03/07/08    | 268898  | BLUSPE | 4  | 2008 | 4060 |  |  |  | 445.20   |
|      | OTH | MERIDIAN CITY HALL      | AP562            | 03/12/08    | 269118  | BLUSPE | 4  | 2008 | 4060 |  |  |  | 371.49   |
|      | OTH | MERIDIAN CITY HALL      | AP613            | 03/07/08    | 34550   | CAPCOP | 4  | 2008 | 4060 |  |  |  | 3,014.33 |
|      | OTH | MERIDIAN CITY HALL      | AP613            | 03/12/08    | 34587   | CAPCOP | 4  | 2008 | 4060 |  |  |  | 64.87    |
|      | OTH | Meridian City Hall      | AP638            | 01/13/09    | 280402  | BLUSPE | 1  | 2009 | 4060 |  |  |  | 517.27   |
|      | OTH | Meridian City Hall      | AP638            | 01/15/09    | 38252   | CAPCOP | 1  | 2009 | 4060 |  |  |  | 179.56   |
|      | OTH | Meridian City Hall      | AP638            | 01/16/09    | 38260   | CAPCOP | 1  | 2009 | 4060 |  |  |  | 43.24    |
|      | OTH | Meridian City Hall-Mar  | AP661            | 03/06/07    | 252297  | BLUSPE | 3  | 2007 | 4060 |  |  |  | 2,337.30 |
|      | OTH | Meridian City Hall-Mar  | AP661            | 03/08/07    | 252409  | BLUSPE | 3  | 2007 | 4060 |  |  |  | 153.70   |
|      | OTH | Meridian City Hall-Mar  | AP661            | 03/07/07    | 30145   | CAPCOP | 3  | 2007 | 4060 |  |  |  | 350.44   |
|      | OTH | Meridian City Hall-Mar  | AP661            | 03/08/07    | 30161   | CAPCOP | 3  | 2007 | 4060 |  |  |  | 86.81    |
|      | EQP | Meridian City Hall-Mar  | AP661            | 02/16/07    | 0648529 | DESSPA | 3  | 2007 | 4020 |  |  |  | 352.76   |
|      | OTH | MERIDIAN CITY HALL      | AP682            | 08/22/08    | 381366  | IDAHO  | 9  | 2008 | 4060 |  |  |  | 142.88   |
|      | OTH | MERIDIAN CITY HALL      | AP733            | 07/02/07    | 258107  | BLUSPE | 8  | 2007 | 4060 |  |  |  | 3,505.95 |
|      | OTH | MERIDIAN CITY HALL      | AP733            | 07/02/07    | 258157  | BLUSPE | 8  | 2007 | 4060 |  |  |  | 153.70   |
|      | OTH | MERIDIAN CITY HALL      | AP733            | 07/10/07    | 258397  | BLUSPE | 8  | 2007 | 4060 |  |  |  | 472.23   |
|      | OTH | MERIDIAN CITY HALL      | AP733            | 08/08/07    | 259905  | BLUSPE | 8  | 2007 | 4060 |  |  |  | 20.03    |
|      | OTH | MERIDIAN CITY HALL      | AP733            | 07/03/07    | 31939   | CAPCOP | 8  | 2007 | 4060 |  |  |  | 803.75   |

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |     |                         |             |          |        |        |    |      |      |  |  |          |
|------|-----|-----|-------------------------|-------------|----------|--------|--------|----|------|------|--|--|----------|
| COST | 01  | 520 | Plans & Printing        | (continued) |          |        |        |    |      |      |  |  |          |
|      | OTH |     | Meridian City Hall-Mar  | AP735       | 03/17/07 | 252550 | BLUSPE | 3  | 2007 | 4060 |  |  | 701.19   |
|      | OTH |     | Meridian City Hall-Mar  | AP735       | 03/12/07 | 30211  | CAPCOP | 3  | 2007 | 4060 |  |  | 405.13   |
|      | OTH |     | MERIDIAN CITY HALL      | AP746       | 04/22/08 | 271053 | BLUSPE | 4  | 2008 | 4060 |  |  | 31.54    |
|      | OTH |     | MERIDIAN CITY HALL      | AP746       | 04/28/08 | 271242 | BLUSPE | 4  | 2008 | 4060 |  |  | 63.07    |
|      | OTH |     | MERIDIAN CITY HALL      | AP746       | 04/29/08 | 35133  | CAPCOP | 4  | 2008 | 4060 |  |  | 452.32   |
|      | OTH |     | MERIDIAN CITY HALL      | AP847       | 07/18/07 | 258842 | BLUSPE | 8  | 2007 | 4060 |  |  | 44.52    |
|      | OTH |     | MERIDIAN CITY HALL      | AP847       | 08/10/07 | 260063 | BLUSPE | 8  | 2007 | 4060 |  |  | 11.45    |
|      | OTH |     | MERIDIAN CITY HALL      | AP849       | 05/06/08 | 271588 | BLUSPE | 5  | 2008 | 4060 |  |  | 19.08    |
|      | OTH |     | MERIDIAN CITY HALL      | AP856       | 05/14/08 | 271951 | BLUSPE | 5  | 2008 | 4060 |  |  | 83.48    |
|      | OTH |     | MERIDIAN CITY HALL      | AP872       | 10/03/08 | 277585 | BLUSPE | 10 | 2008 | 4060 |  |  | 68.69    |
|      | OTH |     | Meridian City Hall      | AP881       | 03/04/09 | 1331   | BLUSPE | 3  | 2009 | 4060 |  |  | 3.74     |
|      | OTH |     | Meridian City Hall      | AP881       | 02/16/09 | 595    | BLUSPE | 3  | 2009 | 4060 |  |  | 422.02   |
|      | OTH |     | Meridian City Hall-Apr  | AP907       | 03/15/07 | 252732 | BLUSPE | 4  | 2007 | 4060 |  |  | 95.40    |
|      | OTH |     | Meridian City Hall-Apr  | AP907       | 03/15/07 | 30250  | CAPCOP | 4  | 2007 | 4060 |  |  | 5.30     |
|      | OTH |     | MERIDIAN CITY HALL      | AP986       | 09/12/07 | 261541 | BLUSPE | 9  | 2007 | 4060 |  |  | 212.86   |
|      | OTH |     | MERIDIAN CITY HALL      | AP986       | 03/07/07 | 30145A | CAPCOP | 9  | 2007 | 4060 |  |  | 1,000.00 |
|      | OTH |     | MERIDIAN CITY HALL      | AP986       | 09/13/07 | 32668  | CAPCOP | 9  | 2007 | 4060 |  |  | 1,106.00 |
|      | OTH |     | FROM 01 415             | JC734       | 06/30/07 | 256854 |        | 6  | 2007 | 4060 |  |  | 510.92   |
|      | OTH |     | FROM 01 415             | JC734       | 06/30/07 | 257114 |        | 6  | 2007 | 4060 |  |  | 1,990.88 |
|      | OTH |     | FROM 01 415             | JC734       | 06/30/07 | 31524  |        | 6  | 2007 | 4060 |  |  | 1,567.74 |
|      | OTH |     | FROM 01 415             | JC734       | 06/30/07 | 31528  |        | 6  | 2007 | 4060 |  |  | 162.66   |
|      | OTH |     | FROM 01 415             | JC734       | 06/30/07 | 31666  |        | 6  | 2007 | 4060 |  |  | 1,359.45 |
|      | OTH |     | FROM 01 415             | JC734       | 06/30/07 | 25841  |        | 6  | 2007 | 4060 |  |  | 118.26   |
|      | OTH |     | FROM 01 415             | JC735       | 06/30/07 | 104280 |        | 6  | 2007 | 4060 |  |  | 384.46   |
|      | OTH |     | MOVED TO 01 556 TOILETS | JC736       | 06/30/07 | 25841  |        | 6  | 2007 | 4060 |  |  | -118.26  |

47,164.58

|      |     |     |                         |       |          |         |        |    |      |      |  |  |          |
|------|-----|-----|-------------------------|-------|----------|---------|--------|----|------|------|--|--|----------|
| COST | 01  | 523 | Safety Equipment        |       |          |         |        |    |      |      |  |  |          |
|      | OTH |     | Meridian City Hall      | AP016 | 09/18/08 | 0039295 | HOBFA  | 3  | 2009 | 4060 |  |  | 412.24   |
|      | OTH |     | MERIDIAN CITY HALL      | AP022 | 10/25/08 | 69902   | CANADA | 10 | 2008 | 4060 |  |  | 5,530.00 |
|      | OTH |     | MERIDIAN CITY HALL      | AP030 | 01/18/08 | 60312   | GENFIR | 1  | 2008 | 4060 |  |  | 305.52   |
|      | OTH |     | MERIDIAN CITY HALL      | AP045 | 06/01/08 | 08051   | TSALAG | 6  | 2008 | 4060 |  |  | 1,020.00 |
|      | OTH |     | Safety/April            | AP069 | 05/01/07 | 070430  | TSALAG | 5  | 2007 | 4060 |  |  | 207.20   |
|      | OTH |     | Security-Dec            | AP081 | 01/02/07 | 070102  | TSALAG | 1  | 2007 | 4060 |  |  | 172.10   |
|      | OTH |     | January Safety          | AP098 | 02/03/08 | 08004   | TSALAG | 2  | 2008 | 4060 |  |  | 139.90   |
|      | OTH |     | MERIDIAN CITY HALL      | AP108 | 02/03/08 | 08007   | TSALAG | 2  | 2008 | 4060 |  |  | 1,100.00 |
|      | OTH |     | MERIDIAN CITY HALL      | AP130 | 09/20/07 | D000780 | THYSAF | 10 | 2007 | 4060 |  |  | 994.63   |
|      | OTH |     | September Safety        | AP148 | 09/30/07 | 07069   | TSALAG | 10 | 2007 | 4060 |  |  | 73.00    |
|      | OTH |     | MERIDIAN CITY HALL      | AP156 | 06/25/08 | 69328   | CANASE | 6  | 2008 | 4060 |  |  | 7,840.00 |
|      | OTH |     | MERIDIAN CITY HALL      | AP156 | 06/18/08 | 58773   | RESSYS | 6  | 2008 | 4060 |  |  | 175.30   |
|      | OTH |     | Meridian City Hall      | AP177 | 10/25/08 | 69902   | CANASE | 11 | 2008 | 4060 |  |  | 5,530.00 |
|      | OTH |     | 4856200208135502 Jon A. | AP196 | 02/01/08 | 080201x | WFBUS  | 2  | 2008 | 4060 |  |  | 84.90    |
|      | OTH |     | MERIDIAN CITY HALL      | AP199 | 02/25/08 | 68621   | CANASE | 2  | 2008 | 4060 |  |  | 6,090.00 |
|      | OTH |     | 4856200208135502 Jon A. | AP202 | 05/02/07 | 070502x | WFBUS  | 5  | 2007 | 4060 |  |  | 44.19    |
|      | OTH |     | MERIDIAN CITY HALL      | AP228 | 01/07/08 | 0796672 | PROEQU | 2  | 2008 | 4060 |  |  | 84.90    |



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 Company No. 1 PETRA Incorporated  
 Printing: All Jobs Job Range 060675 thru 060675  
 Phase Codes 01 thru 16 Period Range: Job To-Date

**JOB COST DETAIL-BY LINE ITEM**  
 (job history only)

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |                           |       |                  |             |        |    |      |      |  |  |           |
|------|---------------------------|-------|------------------|-------------|--------|----|------|------|--|--|-----------|
| COST | 01                        | 523   | Safety Equipment | (continued) |        |    |      |      |  |  |           |
| OTH  | MERIDIAN CITY HALL        | AP229 | 10/25/07         | 0710140     | FOUND  | 2  | 2008 | 4060 |  |  | 500.00    |
| OTH  | Safety/May                | AP271 | 06/01/07         | 7043        | TSALAG | 6  | 2007 | 4060 |  |  | 351.40    |
| OTH  | MERIDIAN CITY HALL        | AP287 | 06/18/08         | 9203967     | RESSYS | 7  | 2008 | 4060 |  |  | 10.52     |
| OTH  | MCH                       | AP288 | 07/01/08         | 08057       | TSALAG | 7  | 2008 | 4060 |  |  | 960.00    |
| OTH  | October Safety            | AP319 | 11/02/07         | 07088       | TSALAG | 11 | 2007 | 4060 |  |  | 131.00    |
| OTH  | MERIDIAN CITY HALL        | AP327 | 02/15/08         | 3765435     | NORCO  | 3  | 2008 | 4060 |  |  | 147.17    |
| OTH  | MERIDIAN CITY HALL        | AP327 | 02/25/08         | 3797511     | NORCO  | 3  | 2008 | 4060 |  |  | 427.46    |
| OTH  | MERIDIAN CITY HALL        | AP327 | 02/21/08         | 35154       | TATES  | 3  | 2008 | 4060 |  |  | 23.30     |
| OTH  | MERIDIAN CITY HALL        | AP327 | 03/02/08         | 08016       | TSALAG | 3  | 2008 | 4060 |  |  | 1,200.00  |
| OTH  | MERIDIAN CITY HALL        | AP331 | 10/31/07         | 2519255     | AMECON | 11 | 2007 | 4060 |  |  | 3,579.06  |
| OTH  | MERIDIAN CITY HALL        | AP331 | 10/04/07         | 3309948     | NORCO  | 11 | 2007 | 4060 |  |  | 128.98    |
| OTH  | Meridian City Hall        | AP334 | 05/04/07         | 2764395     | NORCO  | 6  | 2007 | 4060 |  |  | 29.96     |
| OTH  | MERIDIAN CITY HALL        | AP341 | 06/19/08         | 080619      | AMEWAL | 7  | 2008 | 4060 |  |  | 455.00    |
| OTH  | MERIDIAN CITY HALL        | AP356 | 07/18/08         | 115524      | FASCOM | 7  | 2008 | 4060 |  |  | 31.99     |
| OTH  | 4798531205486279 VAUGHN   | AP358 | 07/09/08         | 0807XX      | USBANK | 7  | 2008 | 4060 |  |  | 167.66    |
| OTH  | 4798531205486279 VAUGHN   | AP358 | 07/09/08         | 0807XX      | USBANK | 7  | 2008 | 4060 |  |  | -17.91    |
| OTH  | MERIDIAN CITY HALL        | AP369 | 07/25/08         | 69501       | CANASE | 7  | 2008 | 4060 |  |  | 9,012.50  |
| OTH  | VOID INV-Can-Ada Security | AP374 | 07/25/08         | 69501       | CANASE | 7  | 2008 | 4060 |  |  | -9,012.50 |
| OTH  | MERIDIAN CITY HALL        | AP382 | 07/25/08         | 69501A      | CANASE | 7  | 2008 | 4060 |  |  | 8,785.00  |
| EQP  | Meridian City Hall        | AP421 | 11/09/06         | 663551N     | SPECON | 11 | 2006 | 4020 |  |  | 50.35     |
| OTH  | Safety/June               | AP432 | 07/02/07         | 07052       | TSALAG | 7  | 2007 | 4060 |  |  | 117.47    |
| OTH  | 4856200208135502 Jon A    | AP437 | 11/01/07         | 071101x     | WFBUS  | 11 | 2007 | 4060 |  |  | 42.28     |
| OTH  | 4856200208135502 Jon A    | AP437 | 11/01/07         | 071101x     | WFBUS  | 11 | 2007 | 4060 |  |  | 59.15     |
| OTH  | 4-5-8-15-16               | AP451 | 01/18/08         | DFA         | AMEWAL | 3  | 2008 | 4060 |  |  | 1,295.40  |
| OTH  | MERIDIAN CITY HALL        | AP452 | 03/25/08         | 68879       | CANASE | 3  | 2008 | 4060 |  |  | 6,510.00  |
| OTH  | MERIDIAN CITY HALL        | AP453 | 11/20/07         | 391545      | FRANKL | 11 | 2007 | 4060 |  |  | 658.15    |
| OTH  | MERIDIAN CITY HALL        | AP463 | 03/24/08         | 2273        | ALLSIG | 3  | 2008 | 4060 |  |  | 254.40    |
| OTH  | MCH                       | AP464 | 08/03/08         | 09065       | TSALAG | 8  | 2008 | 4060 |  |  | 900.00    |
| OTH  | MERIDIAN CITY HALL        | AP487 | 08/24/07         | 078043      | CENLEA | 3  | 2008 | 4060 |  |  | 250.00    |
| OTH  | MERIDIAN CITY HALL        | AP487 | 08/24/07         | 078044      | CENLEA | 3  | 2008 | 4060 |  |  | 400.00    |
| OTH  | MERIDIAN CITY HALL        | AP491 | 06/29/07         | 1552859     | TATES  | 7  | 2007 | 4060 |  |  | 21.16     |
| OTH  | 4798531205486253 Jon A    | AP496 | 03/11/08         | 080311x     | USBANK | 3  | 2008 | 4060 |  |  | 17.65     |
| OTH  | 4798531205486253 Jon A    | AP496 | 03/11/08         | 080311x     | USBANK | 3  | 2008 | 4060 |  |  | 28.94     |
| OTH  | November Safety           | AP511 | 12/03/07         | 07099       | TSALAG | 12 | 2007 | 4060 |  |  | 121.78    |
| OTH  | VOID INV-Centurion Leasin | AP512 | 08/24/07         | 078043      | CENLEA | 3  | 2008 | 4060 |  |  | -250.00   |
| OTH  | VOID INV-Centurion Leasin | AP512 | 08/24/07         | 078044      | CENLEA | 3  | 2008 | 4060 |  |  | -400.00   |
| OTH  | MERIDIAN CITY HALL        | AP513 | 08/24/08         | 078043      | SIDWAL | 3  | 2008 | 4060 |  |  | 250.00    |
| OTH  | MERIDIAN CITY HALL        | AP513 | 08/24/07         | 078044      | SIDWAL | 3  | 2008 | 4060 |  |  | 400.00    |
| OTH  | MERIDIAN CITY HALL        | AP515 | 11/26/07         | R000985     | THYSAF | 12 | 2007 | 4060 |  |  | 518.02    |
| OTH  | MERIDIAN CITY HALL        | AP518 | 05/31/07         | 2855833     | NORCO  | 7  | 2007 | 4060 |  |  | 87.87     |
| OTH  | Meridian City Hall BBQ    | AP522 | 04/02/08         | 080402      | SWICOK | 4  | 2008 | 4060 |  |  | 58.83     |
| OTH  | Security-Nov.             | AP533 | 11/30/06         | 6050        | TSALAG | 11 | 2006 | 4060 |  |  | 185.00    |
| OTH  | MERIDIAN CITY HALL        | AP556 | 10/31/07         | R000926     | THYSAF | 12 | 2007 | 4060 |  |  | 1,010.03  |
| OTH  | MERIDIAN CITY HALL        | AP557 | 03/25/08         | 70504       | BOISTE | 4  | 2008 | 4060 |  |  | 249.00    |
| OTH  | MERIDIAN CITY HALL        | AP557 | 03/05/08         | 3840054     | NORCO  | 4  | 2008 | 4060 |  |  | 177.66    |

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |                  |             |         |         |    |      |      |  |  |  |           |
|------|-----|---------------------------|------------------|-------------|---------|---------|----|------|------|--|--|--|-----------|
| COST | 01  | 523                       | Safety Equipment | (continued) |         |         |    |      |      |  |  |  |           |
|      | OTH | MERIDIAN CITY HALL        | AP557            | 03/06/08    | 3844006 | NORCO   | 4  | 2008 | 4060 |  |  |  | 618.44    |
|      | OTH | MERIDIAN CITY HALL        | AP557            | 03/10/08    | 3852713 | NORCO   | 4  | 2008 | 4060 |  |  |  | 23.11     |
|      | OTH | MERIDIAN CITY HALL        | AP557            | 03/21/08    | 3893272 | NORCO   | 4  | 2008 | 4060 |  |  |  | 19.72     |
|      | OTH | MERIDIAN CITY HALL        | AP557            | 04/01/08    | 08024   | TSALAG  | 4  | 2008 | 4060 |  |  |  | 1,200.00  |
|      | OTH | MERIDIAN CITY HALL        | AP604            | 08/25/08    | 69613   | CANASE  | 8  | 2008 | 4060 |  |  |  | 9,030.00  |
|      | OTH | Safety/July               | AP659            | 08/01/07    | 7058    | TSALAG  | 8  | 2007 | 4060 |  |  |  | 229.47    |
|      | OTH | MERIDIAN CITY HALL        | AP674            | 11/28/07    | 2520023 | AMECON  | 12 | 2007 | 4060 |  |  |  | 2,237.41  |
|      | OTH | MERIDIAN CITY HALL        | AP674            | 12/12/07    | 58748   | GENFIR  | 12 | 2007 | 4060 |  |  |  | 47.20     |
|      | OTH | MERIDIAN CITY HALL        | AP674            | 11/25/07    | 3474384 | NORCO   | 12 | 2007 | 4060 |  |  |  | 318.00    |
|      | OTH | MERIDIAN CITY HALL        | AP682            | 09/01/08    | 08078   | TSALAG  | 9  | 2008 | 4060 |  |  |  | 600.00    |
|      | OTH | VOID INV-Gillingham Const | AP690            | 10/25/08    | 69902   | CANADA  | 1  | 2009 | 4060 |  |  |  | -5,530.00 |
|      | OTH | MERIDIAN CITY HALL        | AP714            | 12/20/07    | 68414   | CANASE  | 12 | 2007 | 4060 |  |  |  | 4,620.00  |
|      | OTH | 4798531205486253 JON A.   | AP733            | 04/09/08    | 080409X | USBANK  | 4  | 2008 | 4060 |  |  |  | 81.38     |
|      | OTH | 4798531205486253 JON A.   | AP733            | 04/09/08    | 080409X | USBANK  | 4  | 2008 | 4060 |  |  |  | 151.28    |
|      | OTH | 4798531205486253 JON A.   | AP733            | 04/09/08    | 080409X | USBANK  | 4  | 2008 | 4060 |  |  |  | 25.36     |
|      | OTH | 4798531205486253 JON A.   | AP733            | 04/09/08    | 080409X | USBANK  | 4  | 2008 | 4060 |  |  |  | 43.28     |
|      | OTH | 4798531205486253 JON A.   | AP733            | 04/09/08    | 080409X | USBANK  | 4  | 2008 | 4060 |  |  |  | 21.03     |
|      | OTH | 4798531205486253 JON A.   | AP733            | 04/09/08    | 080409X | USBANK  | 4  | 2008 | 4060 |  |  |  | 69.32     |
|      | OTH | MERIDIAN CITY HALL        | AP740            | 07/18/07    | 3021200 | NORCO   | 8  | 2007 | 4060 |  |  |  | 87.87     |
|      | OTH | MERIDIAN CITY HALL        | AP746            | 04/04/08    | 4524    | ADGEAR  | 4  | 2008 | 4060 |  |  |  | 177.29    |
|      | OTH | MERIDIAN CITY HALL        | AP746            | 04/09/08    | 3126    | EQUIREN | 4  | 2008 | 4060 |  |  |  | 245.00    |
|      | OTH | 4798531205483177 KC       | AP748            | 04/09/08    | 080409  | USBANK  | 4  | 2008 | 4060 |  |  |  | 250.47    |
|      | OTH | 4798531205494869 Barb C   | AP748            | 04/09/08    | 0804gg  | USBANK  | 4  | 2008 | 4060 |  |  |  | 18.56     |
|      | OTH | Reimbursement             | AP750            | 04/15/08    | 080415  | ANDJON  | 4  | 2008 | 4060 |  |  |  | 46.85     |
|      | OTH | MERIDIAN CITY HALL        | AP756            | 03/25/08    | 44037   | TATES   | 4  | 2008 | 4060 |  |  |  | 226.82    |
|      | OTH | MERIDIAN CITY HALL        | AP761            | 04/25/08    | 69029   | CANASE  | 4  | 2008 | 4060 |  |  |  | 6,300.00  |
|      | OTH | MERIDIAN CITY HALL        | AP778            | 09/18/08    | 117822  | FASCOM  | 9  | 2008 | 4060 |  |  |  | 65.04     |
|      | OTH | MERIDIAN CITY HALL        | AP787            | 09/25/08    | 69762   | CANASE  | 9  | 2008 | 4060 |  |  |  | 8,557.50  |
|      | OTH | VOID INV-EquipRent, Inc.  | AP789            | 04/09/08    | 3126    | EQUIREN | 4  | 2008 | 4060 |  |  |  | -245.00   |
|      | OTH | MERIDIAN CITY HALL        | AP790            | 04/04/08    | 3126a   | EQUIREN | 4  | 2008 | 4060 |  |  |  | 245.23    |
|      | OTH | December Safety           | AP797            | 12/31/07    | 07107   | TSALAG  | 1  | 2008 | 4060 |  |  |  | 119.81    |
|      | OTH | MERIDIAN CITY HALL        | AP849            | 04/29/08    | 2523820 | AMECON  | 5  | 2008 | 4060 |  |  |  | 63.60     |
|      | OTH | MERIDIAN CITY HALL        | AP849            | 04/25/08    | 4020219 | NORCO   | 5  | 2008 | 4060 |  |  |  | 40.97     |
|      | OTH | MERIDIAN CITY HALL        | AP849            | 05/04/08    | 08041   | TSALAG  | 5  | 2008 | 4060 |  |  |  | 1,120.00  |
|      | OTH | MERIDIAN CITY HALL        | AP861            | 12/13/07    | 4340    | ADGEAR  | 1  | 2008 | 4060 |  |  |  | 87.98     |
|      | OTH | MERIDIAN CITY HALL        | AP861            | 12/21/07    | 2520691 | AMECON  | 1  | 2008 | 4060 |  |  |  | 50.62     |
|      | OTH | MERIDIAN CITY HALL        | AP861            | 12/21/07    | 2520721 | AMECON  | 1  | 2008 | 4060 |  |  |  | 2,237.41  |
|      | OTH | MERIDIAN CITY HALL        | AP861            | 11/30/07    | 3511293 | NORCO   | 1  | 2008 | 4060 |  |  |  | 167.23    |
|      | OTH | MERIDIAN CITY HALL        | AP861            | 12/26/07    | R001112 | THYSAF  | 1  | 2008 | 4060 |  |  |  | 50.00     |
|      | OTH | 4798531205486253 JON A.   | AP870            | 05/08/08    | 080508X | USBANK  | 5  | 2008 | 4060 |  |  |  | 31.35     |
|      | OTH | MERIDIAN CITY HALL        | AP872            | 09/25/08    | 4602530 | NORCO   | 10 | 2008 | 4060 |  |  |  | 42.06     |
|      | OTH | MERIDIAN CITY HALL        | AP872            | 10/05/08    | 08097   | TSALAG  | 10 | 2008 | 4060 |  |  |  | 180.00    |
|      | OTH | August Safety             | AP902            | 09/03/07    | 07067   | TSALAG  | 8  | 2007 | 4060 |  |  |  | 143.40    |
|      | OTH | MERIDIAN CITY HALL        | AP908            | 05/12/08    | 080512  | AMEWAL  | 5  | 2008 | 4060 |  |  |  | 350.00    |
|      | OTH | VOID INV-Professional Equ | AP919            | 01/07/08    | 0796672 | PROEQU  | 5  | 2008 | 4060 |  |  |  | -84.90    |

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Phase Codes 01 thru 16 Period Range: Job To-Date

| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |                  |             |         |        |    |      |      |  |  |  |            |
|------|-----|---------------------------|------------------|-------------|---------|--------|----|------|------|--|--|--|------------|
| COST | 01  | 523                       | Safety Equipment | (continued) |         |        |    |      |      |  |  |  |            |
|      | OTH | MERIDIAN CITY HALL        | AP922            | 05/25/08    | 69179   | CANASE | 5  | 2008 | 4060 |  |  |  | 6,510.00   |
|      | OTH | 4798531205485917 P Child  | AP942            | 10/09/08    | 0810AA  | USBANK | 10 | 2008 | 4060 |  |  |  | 59.47      |
|      | OTH | 4798531205485917 P Child  | AP942            | 10/09/08    | 0810AA  | USBANK | 10 | 2008 | 4060 |  |  |  | 35.89      |
|      | EQP | 4856200208520497 Wes      | AP944            | 09/01/06    | 0609jj  | WFBUS  | 9  | 2006 | 4020 |  |  |  | 390.14     |
|      | OTH | MERIDIAN CITY HALL        | AP949            | 08/23/07    | 2516916 | AMECON | 9  | 2007 | 4060 |  |  |  | 52.68      |
|      | OTH | MERIDIAN CITY HALL        | AP973            | 01/25/08    | 68466   | CANASE | 1  | 2008 | 4060 |  |  |  | 6,510.00   |
|      | OTH | May Safety                | AP985            | 06/01/08    | 08049   | TSALAG | 6  | 2008 | 4060 |  |  |  | 150.00     |
|      | OTH | MERIDIAN CITY HALL        | AP995            | 01/14/08    | 2174236 | AMECON | 1  | 2008 | 4060 |  |  |  | 693.07     |
|      | OTH | 4856200208135502 Jon A.   | AP997            | 04/02/07    | 070402x | WFBUS  | 4  | 2007 | 4060 |  |  |  | 22.74      |
|      | OTH | 4856200208135502 Jon A.   | AP997            | 04/02/07    | 070402x | WFBUS  | 4  | 2007 | 4060 |  |  |  | 41.18      |
|      | OTH | 4856200208135502 Jon A.   | AP997            | 04/02/07    | 070402x | WFBUS  | 4  | 2007 | 4060 |  |  |  | 63.24      |
|      | OTH | Plan Deposit-Mer.CityHall | JC225            | 04/03/08    | 33852   |        | 4  | 2008 | 4060 |  |  |  | -250.00    |
|      | OTH | SAFETY                    | JC931            | 11/27/07    | THYSAF  |        | 11 | 2007 | 4060 |  |  |  | 1,010.03   |
|      |     |                           |                  |             |         |        |    |      |      |  |  |  | 109,396.21 |

|      |     |                           |         |          |         |        |    |      |      |  |       |  |         |
|------|-----|---------------------------|---------|----------|---------|--------|----|------|------|--|-------|--|---------|
| COST | 01  | 525                       | Signage |          |         |        |    |      |      |  |       |  |         |
|      | OTH | MERIDIAN CITY HALL        | AP045   | 05/27/08 | 2298    | ALLSIG | 6  | 2008 | 4060 |  |       |  | 146.28  |
|      | OTH | MERIDIAN CITY HALL        | AP069   | 05/08/08 | 271708  | BLUSPE | 6  | 2008 | 4060 |  |       |  | 24.06   |
|      | MTL | Meridian City Hall-Jan    | AP140   | 12/01/06 | 0030925 | SIGNOW | 1  | 2007 | 4050 |  |       |  | 87.48   |
|      | OTH | Meridian City Hall-May    | AP194   | 05/23/07 | 2168    | ALLSIG | 5  | 2007 | 4060 |  |       |  | 303.16  |
|      | OTH | Stickers/Petra Logos      | AP393   | 02/27/08 | 2261    | ALLSIG | 3  | 2008 | 4060 |  |       |  | 189.00  |
|      | OTH | Stickers/Petra Logos      | AP393   | 02/27/08 | 2261    | ALLSIG | 3  | 2008 | 4060 |  |       |  | 198.75  |
|      | OTH | Signs - Meridian City     | AP404   | 10/16/07 | 2221    | ALLSIG | 11 | 2007 | 4060 |  |       |  | 394.32  |
|      | OTH | 4798531205485917 CHILD P. | AP703   | 09/10/08 | 0809AA  | USBANK | 9  | 2008 | 4060 |  |       |  | 12.20   |
|      | OTH | 4798531205486261 BRITAIN  | AP703   | 09/10/08 | 0809Y   | USBANK | 9  | 2008 | 4060 |  |       |  | 14.14   |
|      | OTH | MERIDIAN CITY HALL        | AP847   | 08/21/07 | 2201    | ALLSIG | 8  | 2007 | 4060 |  |       |  | 606.59  |
|      | OTH | MERIDIAN CITY HALL        | AP847   | 07/03/07 | 183199  | FRABUR | 8  | 2007 | 4060 |  |       |  | 121.38  |
|      | OTH | VOID INV-Franklin Buildin | AP851   | 07/03/07 | 183199  | FRABUR | 8  | 2007 | 4060 |  |       |  | -121.38 |
|      | OTH | MERIDIAN CITY HALL        | AP852   | 07/03/07 | 183199  | FRANKL | 8  | 2007 | 4060 |  |       |  | 121.38  |
|      | OTH | MERIDIAN CITY HALL        | AP856   | 05/08/08 | 2288    | ALLSIG | 5  | 2008 | 4060 |  |       |  | 86.66   |
|      | OTH | MERIDIAN CITY HALL        | AP872   | 09/30/08 | 0046768 | ADVSIG | 10 | 2008 | 4060 |  |       |  | 216.30  |
|      | LAB | P/R PE 07/07/07           | PR006   | 07/07/07 |         |        | 7  | 2007 | 4030 |  | 16.00 |  | 217.50  |
|      | BRD | P/R PE 07/07/07           | PR006   | 07/07/07 |         |        | 7  | 2007 | 4040 |  |       |  | 63.46   |
|      | LAB | P/R PE 09/29/07           | PR042   | 09/29/07 |         |        | 10 | 2007 | 4030 |  | 1.00  |  | 21.75   |
|      | BRD | P/R PE 09/29/07           | PR042   | 09/29/07 |         |        | 10 | 2007 | 4040 |  |       |  | 5.70    |
|      | LAB | P/R PE 04/05/08           | PR105   | 04/05/08 |         |        | 4  | 2008 | 4030 |  | 2.00  |  | 45.02   |
|      | BRD | P/R PE 04/05/08           | PR105   | 04/05/08 |         |        | 4  | 2008 | 4040 |  |       |  | 12.17   |
|      | LAB | P/R PE 04/19/08           | PR108   | 04/19/08 |         |        | 4  | 2008 | 4030 |  | 1.00  |  | 22.51   |
|      | BRD | P/R PE 04/19/08           | PR108   | 04/19/08 |         |        | 4  | 2008 | 4040 |  |       |  | 6.10    |
|      | LAB | P/R PE 05/10/08           | PR112   | 05/10/08 |         |        | 5  | 2008 | 4030 |  | 2.00  |  | 45.02   |
|      | BRD | P/R PE 05/10/08           | PR112   | 05/10/08 |         |        | 5  | 2008 | 4040 |  |       |  | 18.57   |
|      | LAB | P/R PE 08/09/08           | PR132   | 08/09/08 |         |        | 8  | 2008 | 4030 |  | 3.00  |  | 67.54   |
|      | BRD | P/R PE 08/09/08           | PR132   | 08/09/08 |         |        | 8  | 2008 | 4040 |  |       |  | 16.39   |
|      | LAB | P/R PE 08/30/08           | PR135   | 08/30/08 |         |        | 9  | 2008 | 4030 |  | 22.00 |  | 438.81  |
|      | BRD | P/R PE 08/30/08           | PR135   | 08/30/08 |         |        | 9  | 2008 | 4040 |  |       |  | 119.08  |

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Period Range: Job To-Date

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |     |         |          |             |          |              |  |  |       |        |
|------|-----|-----|---------|----------|-------------|----------|--------------|--|--|-------|--------|
| COST | 01  | 525 | Signage |          | (continued) |          |              |  |  |       |        |
|      | LAB | P/R | PE      | 11/08/08 | PR158       | 11/08/08 | 11 2008 4030 |  |  | 1.00  | 22.51  |
|      | BRD | P/R | PE      | 11/08/08 | PR158       | 11/08/08 | 11 2008 4040 |  |  |       | 5.28   |
|      | LAB | P/R | PE      | 11/22/08 | PR164       | 11/22/08 | 11 2008 4030 |  |  | 4.00  | 72.70  |
|      | BRD | P/R | PE      | 11/22/08 | PR164       | 11/22/08 | 11 2008 4040 |  |  |       | 17.08  |
|      | LAB | P/R | PE      | 10/21/06 | PR913       | 10/21/06 | 10 2006 4030 |  |  | 14.00 | 287.00 |
|      | BRD | P/R | PE      | 10/21/06 | PR913       | 10/21/06 | 10 2006 4040 |  |  |       | 76.62  |
|      | LAB | P/R | PE      | 12/09/06 | PR925       | 12/09/06 | 12 2006 4030 |  |  | 2.00  | 41.00  |
|      | BRD | P/R | PE      | 12/09/06 | PR925       | 12/09/06 | 12 2006 4040 |  |  |       | 10.94  |
|      | LAB | P/R | PE      | 01/06/07 | PR939       | 01/06/07 | 1 2007 4030  |  |  | 2.00  | 41.00  |
|      | BRD | P/R | PE      | 01/06/07 | PR939       | 01/06/07 | 1 2007 4040  |  |  |       | 11.78  |
|      | LAB | P/R | PE      | 03/17/07 | PR964       | 03/17/07 | 3 2007 4030  |  |  | 1.00  | 20.50  |
|      | BRD | P/R | PE      | 03/17/07 | PR964       | 03/17/07 | 3 2007 4040  |  |  |       | 5.73   |

71.00 4,112.08

|      |     |                  |             |       |          |         |        |              |  |  |         |
|------|-----|------------------|-------------|-------|----------|---------|--------|--------------|--|--|---------|
| COST | 01  | 530              | Small Tools |       |          |         |        |              |  |  |         |
|      | OTH | 4856200208135502 | Jon A       | AP028 | 09/04/07 | 070904x | WFBUS  | 9 2007 4060  |  |  | 5.38    |
|      | OTH | 4798531205483144 | TREPAGNI    | AP149 | 06/10/08 | 080610L | USBANK | 6 2008 4060  |  |  | 21.04   |
|      | OTH | 4798531205485917 | Pat C.      | AP182 | 11/01/08 | 0811aa  | USBANK | 11 2008 4060 |  |  | 61.36   |
|      | OTH | 4798531205486279 | Jack        | AP182 | 11/01/08 | 0811yy  | USBANK | 11 2008 4060 |  |  | 142.25  |
|      | OTH | 4798531205486279 | Jack        | AP182 | 11/01/08 | 0811yy  | USBANK | 11 2008 4060 |  |  | 6.30    |
|      | OTH | 4798531205486279 | Jack        | AP182 | 11/01/08 | 0811yy  | USBANK | 11 2008 4060 |  |  | 5.71    |
|      | OTH | 4798531205486279 | Jack        | AP182 | 11/01/08 | 0811yy  | USBANK | 11 2008 4060 |  |  | 25.38   |
|      | OTH | 4856200208656457 | Scott       | AP196 | 02/01/08 | 0802011 | WFBUS  | 2 2008 4060  |  |  | 19.02   |
|      | OTH | 4856200208656457 | Scott       | AP196 | 02/01/08 | 0802011 | WFBUS  | 2 2008 4060  |  |  | 59.47   |
|      | OTH | 4856200208135502 | Jon A.      | AP202 | 05/02/07 | 070502x | WFBUS  | 5 2007 4060  |  |  | 46.35   |
|      | OTH | 4856200208135502 | Jon A.      | AP229 | 10/03/07 | 071003x | WFBUS  | 10 2007 4060 |  |  | 17.81   |
|      | EQP | 4856200208520497 | Wes         | AP259 | 10/03/06 | 0610jj  | WFBUS  | 10 2006 4020 |  |  | 26.19   |
|      | OTH | 4798531205483144 | TREPAGNI    | AP314 | 07/09/08 | 0807L   | USBANK | 7 2008 4060  |  |  | 303.13  |
|      | OTH | 4798531205485925 | CONNER T    | AP315 | 07/09/08 | 0807BB  | USBANK | 7 2008 4060  |  |  | -528.94 |
|      | OTH | 4798531205486279 | Jack        | AP325 | 12/01/08 | 0812yy  | USBANK | 12 2008 4060 |  |  | 15.78   |
|      | OTH | 4798531205486279 | Jack        | AP325 | 12/01/08 | 0812yy  | USBANK | 12 2008 4060 |  |  | 11.42   |
|      | OTH | 4798531205486279 | VAUGHN      | AP358 | 07/09/08 | 0807XX  | USBANK | 7 2008 4060  |  |  | 633.74  |
|      | OTH | 4798531205486279 | VAUGHN      | AP358 | 07/09/08 | 0807XX  | USBANK | 7 2008 4060  |  |  | 119.77  |
|      | OTH | 4856200208135502 | Jon A       | AP437 | 11/01/07 | 071101x | WFBUS  | 11 2007 4060 |  |  | 38.85   |
|      | OTH | 4798531205483144 | Scott       | AP496 | 03/11/08 | 0803111 | USBANK | 3 2008 4060  |  |  | 12.69   |
|      | OTH | 4798531205486253 | Jon A       | AP496 | 03/11/08 | 080311x | USBANK | 3 2008 4060  |  |  | 45.95   |
|      | OTH | 4798531205483078 | CHILD P     | AP554 | 08/11/08 | 0808AA  | USBANK | 8 2008 4060  |  |  | 26.49   |
|      | OTH | 4798531205483078 | CHILD P     | AP554 | 08/11/08 | 0808AA  | USBANK | 8 2008 4060  |  |  | 20.11   |
|      | OTH | 4798531205483078 | CHILD P     | AP554 | 08/11/08 | 0808AA  | USBANK | 8 2008 4060  |  |  | 5.94    |
|      | OTH | 4798531205483078 | CHILD P     | AP554 | 08/11/08 | 0808AA  | USBANK | 8 2008 4060  |  |  | 43.67   |
|      | OTH | 4798531205483144 | TREPAGNI    | AP554 | 08/11/08 | 0808L   | USBANK | 8 2008 4060  |  |  | 21.04   |
|      | OTH | 4798531205486279 | VAUGHN J    | AP554 | 08/11/08 | 0808XX  | USBANK | 8 2008 4060  |  |  | 455.62  |
|      | OTH | 4856200208135502 | Jon A.      | AP669 | 12/03/07 | 071203x | WFBUS  | 12 2007 4060 |  |  | 40.22   |
|      | OTH | 4798531205485917 | CHILD P.    | AP703 | 09/10/08 | 0809AA  | USBANK | 9 2008 4060  |  |  | 14.61   |
|      | OTH | 4798531205485917 | CHILD P.    | AP703 | 09/10/08 | 0809AA  | USBANK | 9 2008 4060  |  |  | 26.45   |

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                    |             |             |          |         |        |    |      |      |  |      |         |
|------|-----|--------------------|-------------|-------------|----------|---------|--------|----|------|------|--|------|---------|
| COST | 01  | 530                | Small Tools | (continued) |          |         |        |    |      |      |  |      |         |
|      | OTH | 4798531205485917   | CHILD P.    | AP703       | 09/10/08 | 0809AA  | USBANK | 9  | 2008 | 4060 |  |      | 21.17   |
|      | OTH | 4798531205485917   | CHILD P.    | AP703       | 09/10/08 | 0809AA  | USBANK | 9  | 2008 | 4060 |  |      | 11.92   |
|      | OTH | 4798531205485917   | CHILD P.    | AP703       | 09/10/08 | 0809AA  | USBANK | 9  | 2008 | 4060 |  |      | 37.28   |
|      | OTH | 4798531205483144   | TREPAGNI    | AP703       | 09/10/08 | 0809L   | USBANK | 9  | 2008 | 4060 |  |      | 82.56   |
|      | OTH | 4798531205483144   | TREPAGNI    | AP703       | 09/10/08 | 0809L   | USBANK | 9  | 2008 | 4060 |  |      | 99.90   |
|      | OTH | 4798531205486253   | JON A.      | AP733       | 04/09/08 | 080409X | USBANK | 4  | 2008 | 4060 |  |      | 136.71  |
|      | OTH | MERIDIAN CITY HALL |             | AP750       | 08/21/08 | 326417  | EDGCON | 9  | 2008 | 4060 |  |      | 150.41  |
|      | OTH | MERIDIAN CITY HALL |             | AP768       | 09/11/08 | 112966  | TATES  | 9  | 2008 | 4060 |  |      | 20.40   |
|      | OTH | MERIDIAN CITY HALL |             | AP768       | 09/15/08 | 114109  | TATES  | 9  | 2008 | 4060 |  |      | 130.38  |
|      | OTH | 4798531205486279   | Jack        | AP812       | 02/09/09 | 0902YY  | USBANK | 2  | 2009 | 4060 |  |      | 66.09   |
|      | OTH | 4798531205486279   | Jack        | AP812       | 02/09/09 | 0902YY  | USBANK | 2  | 2009 | 4060 |  |      | 8.43    |
|      | OTH | 4798531205486279   | Jack        | AP812       | 02/09/09 | 0902YY  | USBANK | 2  | 2009 | 4060 |  |      | 4.92    |
|      | OTH | 4798531205485925   | TERRY C.    | AP876       | 05/08/08 | 08058B  | USBANK | 5  | 2008 | 4060 |  |      | 880.30  |
|      | OTH | 4798531205485917   | P Child     | AP942       | 10/09/08 | 0810AA  | USBANK | 10 | 2008 | 4060 |  |      | 47.68   |
|      | OTH | 4798531205485917   | P Child     | AP942       | 10/09/08 | 0810AA  | USBANK | 10 | 2008 | 4060 |  |      | 7.41    |
|      | OTH | 4798531205485917   | P Child     | AP942       | 10/09/08 | 0810AA  | USBANK | 10 | 2008 | 4060 |  |      | 16.46   |
|      | OTH | 4798531205485917   | P Child     | AP942       | 10/09/08 | 0810AA  | USBANK | 10 | 2008 | 4060 |  |      | 74.41   |
|      | OTH | 4798531205485917   | P Child     | AP942       | 10/09/08 | 0810AA  | USBANK | 10 | 2008 | 4060 |  |      | 20.92   |
|      | OTH | 4798531205485917   | P Child     | AP942       | 10/09/08 | 0810AA  | USBANK | 10 | 2008 | 4060 |  |      | 20.63   |
|      | OTH | 4798531205483144   | S Trepag    | AP942       | 10/09/08 | 0810L   | USBANK | 10 | 2008 | 4060 |  |      | 46.54   |
|      | OTH | 4798531205483144   | S Trepag    | AP942       | 10/09/08 | 0810L   | USBANK | 10 | 2008 | 4060 |  |      | 13.62   |
|      | OTH | 4798531205486279   | J Vaughn    | AP942       | 10/09/08 | 0810XX  | USBANK | 10 | 2008 | 4060 |  |      | 83.71   |
|      | OTH | 4798531205486279   | Jack        | AP965       | 03/09/09 | 0903YY  | USBANK | 3  | 2009 | 4060 |  |      | 38.26   |
|      | OTH | 4798531205486279   | Jack        | AP965       | 03/09/09 | 0903YY  | USBANK | 3  | 2009 | 4060 |  |      | 14.70   |
|      | OTH | 4856200208135502   | Jon A.      | AP976       | 01/03/08 | 080103x | WFBUS  | 1  | 2008 | 4060 |  |      | 229.90  |
|      | OTH | 4856200208135502   | Jon A.      | AP976       | 01/03/08 | 080103x | WFBUS  | 1  | 2008 | 4060 |  |      | 6.00    |
|      | OTH | 4856200208135502   | Jon A.      | AP976       | 01/03/08 | 080103x | WFBUS  | 1  | 2008 | 4060 |  |      | 190.77  |
|      | OTH | 4856200208135502   | Jon A.      | AP976       | 01/03/08 | 080103x | WFBUS  | 1  | 2008 | 4060 |  |      | -105.99 |
|      | OTH | MERIDIAN CITY HALL |             | AP998       | 10/03/08 | 779844  | WESTOO | 10 | 2008 | 4060 |  |      | 196.09  |
|      | LAB | P/R PE 04/19/08    |             | PR108       | 04/19/08 |         |        | 4  | 2008 | 4030 |  | 1.00 | 18.00   |
|      | BRD | P/R PE 04/19/08    |             | PR108       | 04/19/08 |         |        | 4  | 2008 | 4040 |  |      | 4.87    |

1.00 4,317.25

|      |     |                           |                    |       |          |         |        |    |      |      |  |  |        |
|------|-----|---------------------------|--------------------|-------|----------|---------|--------|----|------|------|--|--|--------|
| COST | 01  | 535                       | Supplies & Postage |       |          |         |        |    |      |      |  |  |        |
|      | OTH | 4856200208135502          | Jon A              | AP028 | 09/04/07 | 070904x | WFBUS  | 9  | 2007 | 4060 |  |  | 36.10  |
|      | OTH | MERIDIAN CITY HALL        |                    | AP030 | 01/21/08 | 5879418 | DANKA  | 1  | 2008 | 4060 |  |  | 7.76   |
|      | OTH | MERIDIAN CITY HALL        |                    | AP045 | 05/21/08 | 6074727 | DANKA  | 6  | 2008 | 4060 |  |  | 48.80  |
|      | OTH | 2822570USA - MCH          |                    | AP102 | 10/21/08 | 6287491 | DANKA  | 11 | 2008 | 4060 |  |  | 85.28  |
|      | OTH | 90133819970 - MCH         |                    | AP102 | 10/22/08 | 8372829 | GECAP  | 11 | 2008 | 4060 |  |  | 139.05 |
|      | OTH | 4798531205494869          | BARB C.            | AP127 | 04/09/09 | 09048B  | USBANK | 4  | 2009 | 4060 |  |  | 22.25  |
|      | OTH | COPIER OVERAGES 2822570US |                    | AP129 | 09/22/07 | 5649602 | DANKA  | 10 | 2007 | 4060 |  |  | 3.31   |
|      | OTH | MERIDIAN CITY HALL        |                    | AP129 | 01/07/08 | 3629417 | NORCO  | 2  | 2008 | 4060 |  |  | 31.54  |
|      | OTH | 4798531205483144          | TREPAGNI           | AP149 | 06/10/08 | 080610L | USBANK | 6  | 2008 | 4060 |  |  | 11.18  |
|      | OTH | 4798531205486279          | VAUGHAN            | AP149 | 06/10/08 | 0806XX  | USBANK | 6  | 2008 | 4060 |  |  | 26.88  |
|      | OTH | 4798531205486279          | Jack               | AP182 | 11/01/08 | 0811yy  | USBANK | 11 | 2008 | 4060 |  |  | 5.72   |

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**JOB COST DETAIL-BY LINE ITEM**  
 (job history only)

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                    |                    |             |                  |        |              |  |  |  |        |
|------|-----|--------------------|--------------------|-------------|------------------|--------|--------------|--|--|--|--------|
| COST | 01  | 535                | Supplies & Postage | (continued) |                  |        |              |  |  |  |        |
|      | OTH | 4798531205486279   | Jack               | AP182       | 11/01/08 0811yy  | USBANK | 11 2008 4060 |  |  |  | 31.68  |
|      | EQP | 4856200205221677   | JC                 | AP183       | 01/03/07 070103e | WFBUS  | 1 2007 4020  |  |  |  | 7.41   |
|      | OTH | 4856200208135502   | Jon A.             | AP196       | 02/01/08 080201x | WFBUS  | 2 2008 4060  |  |  |  | 21.36  |
|      | OTH | 4856200208135502   | Jon A.             | AP196       | 02/01/08 080201x | WFBUS  | 2 2008 4060  |  |  |  | 21.18  |
|      | OTH | 4856200208135502   | Jon A.             | AP202       | 05/02/07 070502x | WFBUS  | 5 2007 4060  |  |  |  | 57.15  |
|      | OTH | 4856200208135502   | Jon A.             | AP202       | 05/02/07 070502x | WFBUS  | 5 2007 4060  |  |  |  | 13.64  |
|      | OTH | Meridian City Hall |                    | AP206       | 11/22/08 6325684 | DANKA  | 11 2008 4060 |  |  |  | 15.12  |
|      | OTH | 4856200208135502   | Jon A.             | AP229       | 10/03/07 071003x | WFBUS  | 10 2007 4060 |  |  |  | 91.81  |
|      | OTH | 4856200208520497   | Wes                | AP229       | 10/03/07 0710jj  | WFBUS  | 10 2007 4060 |  |  |  | 56.91  |
|      | OTH | MERIDIAN CITY HALL |                    | AP331       | 10/22/07 5710542 | DANKA  | 11 2007 4060 |  |  |  | 5.71   |
|      | OTH | 4798531205486279   | VAUGHN             | AP358       | 07/09/08 0807XX  | USBANK | 7 2008 4060  |  |  |  | 4.81   |
|      | OTH | Shipping           |                    | AP385       | 02/08/07 7826533 | FEDEX  | 2 2007 4060  |  |  |  | 15.88  |
|      | OTH | 4856200208135502   | Jon A              | AP386       | 06/01/07 070601x | WFBUS  | 6 2007 4060  |  |  |  | 30.93  |
|      | OTH | 4856200208135502   | Jon A              | AP386       | 06/01/07 070601x | WFBUS  | 6 2007 4060  |  |  |  | 31.14  |
|      | OTH | MERIDIAN CITY HALL |                    | AP390       | 07/22/08 1610618 | DANKA  | 7 2008 4060  |  |  |  | 236.53 |
|      | OTH | Meridian City Hall |                    | AP448       | 12/22/08 6360804 | DANKA  | 12 2008 4060 |  |  |  | 33.05  |
|      | OTH | MERIDIAN CITY HALL |                    | AP451       | 02/26/08 5934033 | DANKA  | 3 2008 4060  |  |  |  | 25.40  |
|      | OTH | Acct. #1861-9897-2 |                    | AP460       | 06/28/07 2046435 | FEDEX  | 6 2007 4060  |  |  |  | 22.08  |
|      | OTH | Acct. #1861-9897-2 |                    | AP460       | 06/28/07 2046435 | FEDEX  | 6 2007 4060  |  |  |  | 19.12  |
|      | OTH | Acct. #1861-9897-2 |                    | AP460       | 06/28/07 2046435 | FEDEX  | 6 2007 4060  |  |  |  | 39.27  |
|      | OTH | Acct. #1861-9897-2 |                    | AP460       | 06/28/07 2046435 | FEDEX  | 6 2007 4060  |  |  |  | 42.79  |
|      | OTH | Acct. #1861-9897-2 |                    | AP460       | 06/28/07 2046435 | FEDEX  | 6 2007 4060  |  |  |  | 25.14  |
|      | OTH | Acct. #1861-9897-2 |                    | AP460       | 06/28/07 2046435 | FEDEX  | 6 2007 4060  |  |  |  | 19.12  |
|      | OTH | Acct. #1861-9897-2 |                    | AP460       | 06/28/07 2046435 | FEDEX  | 6 2007 4060  |  |  |  | 27.07  |
|      | OTH | Acct. #1861-9897-2 |                    | AP460       | 06/28/07 2046435 | FEDEX  | 6 2007 4060  |  |  |  | 19.12  |
|      | OTH | MERIDIAN CITY HALL |                    | AP467       | 03/22/08 5978255 | DANKA  | 3 2008 4060  |  |  |  | 28.53  |
|      | EQP | 4856200208465826   | Becky              | AP483       | 02/01/07 0702dd  | WFBUS  | 2 2007 4020  |  |  |  | 35.15  |
|      | OTH | Reimbursement 8/18 |                    | AP496       | 08/18/08 80818   | VAUJER | 8 2008 4060  |  |  |  | 14.83  |
|      | OTH | 4798531205486253   | Jon A              | AP496       | 03/11/08 080311x | USBANK | 3 2008 4060  |  |  |  | 29.66  |
|      | OTH | 4798531205486253   | Jon A              | AP496       | 03/11/08 080311x | USBANK | 3 2008 4060  |  |  |  | 37.93  |
|      | OTH | 4798531205486253   | Jon A              | AP496       | 03/11/08 080311x | USBANK | 3 2008 4060  |  |  |  | 14.82  |
|      | OTH | MERIDIAN CITY HALL |                    | AP554       | 08/22/08 6201834 | DANKA  | 8 2008 4060  |  |  |  | 95.66  |
|      | OTH | 4798531205486279   | VAUGHN J           | AP554       | 08/11/08 0808XX  | USBANK | 8 2008 4060  |  |  |  | 113.20 |
|      | OTH | Inv# 3114184364    |                    | AP619       | 01/17/09 4184364 | STAPLE | 1 2009 4060  |  |  |  | 404.69 |
|      | OTH | Acct. #1861-9897-2 |                    | AP621       | 07/12/07 4424436 | FEDEX  | 7 2007 4060  |  |  |  | 58.17  |
|      | OTH | Acct. #1861-9897-2 |                    | AP621       | 07/12/07 4424436 | FEDEX  | 7 2007 4060  |  |  |  | 22.08  |
|      | OTH | Acct. #1861-9897-2 |                    | AP621       | 07/12/07 4424436 | FEDEX  | 7 2007 4060  |  |  |  | 24.97  |
|      | OTH | Acct. #1861-9897-2 |                    | AP621       | 07/12/07 4424436 | FEDEX  | 7 2007 4060  |  |  |  | 16.46  |
|      | OTH | Acct. #1861-9897-2 |                    | AP621       | 07/12/07 4424436 | FEDEX  | 7 2007 4060  |  |  |  | 19.12  |
|      | OTH | 4856200208135502   | Jon A.             | AP669       | 12/03/07 071203x | WFBUS  | 12 2007 4060 |  |  |  | 17.62  |
|      | OTH | 4856200208135502   | Jon A.             | AP669       | 12/03/07 071203x | WFBUS  | 12 2007 4060 |  |  |  | 63.09  |
|      | OTH | 4856200208520497   | Wes                | AP669       | 12/03/07 0712jj  | WFBUS  | 12 2007 4060 |  |  |  | 31.79  |
|      | OTH | Acct. #1861-9897-2 |                    | AP670       | 07/26/07 7045187 | FEDEX  | 7 2007 6173  |  |  |  | 19.98  |
|      | OTH | Shipping           |                    | AP715       | 03/15/07 26025   | FEDEX  | 3 2007 4060  |  |  |  | 25.82  |
|      | OTH | MERIDIAN CITY HALL |                    | AP721       | 12/22/07 5817877 | DANKA  | 12 2007 4060 |  |  |  | 10.28  |

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Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16

Period Range: Job To-Date

## JOB COST DETAIL-BY LINE ITEM

(job history only)

Report Code: 28.81

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

COST 01 535 Supplies &amp; Postage (continued)

|     |                           |          |       |          |         |        |    |      |      |  |  |         |
|-----|---------------------------|----------|-------|----------|---------|--------|----|------|------|--|--|---------|
| OTH | 4798531205483177          | SCOTT T. | AP733 | 04/09/08 | 080409L | USBANK | 4  | 2008 | 4060 |  |  | 69.27   |
| OTH | 4798531205483177          | SCOTT T. | AP733 | 04/09/08 | 080409L | USBANK | 4  | 2008 | 4060 |  |  | 102.23  |
| OTH | 4798531205483177          | SCOTT T. | AP733 | 04/09/08 | 080409L | USBANK | 4  | 2008 | 4060 |  |  | 52.98   |
| OTH | 4798531205483177          | SCOTT T. | AP733 | 04/09/08 | 080409L | USBANK | 4  | 2008 | 4060 |  |  | 111.23  |
| OTH | 4798531205483177          | SCOTT T. | AP733 | 04/09/08 | 080409L | USBANK | 4  | 2008 | 4060 |  |  | 52.98   |
| OTH | 4798531205483177          | SCOTT T. | AP733 | 04/09/08 | 080409L | USBANK | 4  | 2008 | 4060 |  |  | 117.10  |
| OTH | 4798531205486253          | JON A.   | AP733 | 04/09/08 | 080409X | USBANK | 4  | 2008 | 4060 |  |  | 14.39   |
| OTH | MERIDIAN CITY HALL        |          | AP756 | 04/21/08 | 6031176 | DANKA  | 4  | 2008 | 4060 |  |  | 52.72   |
| OTH | MERIDIAN CITY HALL        |          | AP778 | 09/22/08 | 6239795 | DANKA  | 9  | 2008 | 4060 |  |  | 45.41   |
| OTH | 4798531205486279          | Jack     | AP812 | 02/09/09 | 0902YY  | USBANK | 2  | 2009 | 4060 |  |  | 24.37   |
| OTH | MERIDIAN CITY HALL        |          | AP856 | 05/06/08 | 27663   | ALPGRA | 5  | 2008 | 4060 |  |  | 522.54  |
| OTH | Shipping                  |          | AP870 | 03/22/07 | 5776134 | FEDEX  | 4  | 2007 | 4060 |  |  | 44.38   |
| OTH | Shipping                  |          | AP870 | 03/22/07 | 5776134 | FEDEX  | 4  | 2007 | 4060 |  |  | 19.37   |
| OTH | Shipping                  |          | AP870 | 03/22/07 | 5776134 | FEDEX  | 4  | 2007 | 4060 |  |  | 39.77   |
| OTH | 4798531205483144          | SCOTT T. | AP870 | 05/08/08 | 080508L | USBANK | 5  | 2008 | 4060 |  |  | 128.18  |
| OTH | Shipping                  |          | AP870 | 03/22/07 | 5776134 | FEDEX  | 4  | 2007 | 4060 |  |  | 15.19   |
| OTH | Shipping                  |          | AP870 | 03/22/07 | 5776134 | FEDEX  | 4  | 2007 | 4060 |  |  | 24.47   |
| OTH | Shipping                  |          | AP870 | 03/29/07 | 7098293 | FEDEX  | 4  | 2007 | 4060 |  |  | 17.85   |
| OTH | Shipping                  |          | AP870 | 03/29/07 | 7098293 | FEDEX  | 4  | 2007 | 4060 |  |  | 20.07   |
| OTH | Shipping                  |          | AP870 | 03/29/07 | 7098293 | FEDEX  | 4  | 2007 | 4060 |  |  | 20.07   |
| OTH | Shipping                  |          | AP870 | 03/29/07 | 7098293 | FEDEX  | 4  | 2007 | 4060 |  |  | 22.62   |
| OTH | Bill 90133819970          |          | AP904 | 12/21/08 | 855287  | GECAPI | 3  | 2009 | 4060 |  |  | 161.05  |
| OTH | Meridian Cty Hall-Apr     |          | AP907 | 03/23/07 | 30423   | CAPCOP | 4  | 2007 | 4060 |  |  | 15.90   |
| OTH | Office Supplies/LA1556612 |          | AP923 | 10/04/08 | 0763865 | STAPLE | 10 | 2008 | 4060 |  |  | 173.44  |
| OTH | VOID INV-GE Capital Leasi |          | AP928 | 12/21/08 | 855287  | GECAPI | 3  | 2009 | 4060 |  |  | -161.05 |
| OTH | Shipping                  |          | AP933 | 04/05/07 | 8410247 | FEDEX  | 4  | 2007 | 4060 |  |  | 33.64   |
| OTH | Meridian Cty Hall-Apr     |          | AP973 | 03/26/07 | 908161  | OFFICE | 4  | 2007 | 4060 |  |  | 270.97  |
| OTH | Meridian Cty Hall-Apr     |          | AP973 | 03/27/07 | 912512  | OFFICE | 4  | 2007 | 4060 |  |  | 381.58  |
| OTH | 4856200208135502          | Jon A.   | AP997 | 04/02/07 | 070402x | WFBUS  | 4  | 2007 | 4060 |  |  | 87.94   |
| OTH | Staples                   |          | JC786 | 01/30/09 | 3114184 |        | 1  | 2009 | 4060 |  |  | -404.69 |
| OTH | COPIER OVERAGES #2822570  |          | JC869 | 10/08/07 | 5552043 |        | 10 | 2007 | 4060 |  |  | 2.48    |
| OTH | COPIER OVERAGES #2822570  |          | JC869 | 10/08/07 | 5597978 |        | 10 | 2007 | 4060 |  |  | 3.73    |
| OTH | P/R PE 07/21/07           |          | PR014 | 07/21/07 |         |        | 7  | 2007 | 4060 |  |  | 213.29  |
| OTH | P/R PE 09/08/07           |          | PR036 | 09/08/07 |         |        | 9  | 2007 | 4060 |  |  | 10.59   |

4,721.20

COST 01 540 Telephone

|     |                         |  |       |          |         |        |    |      |      |  |  |          |
|-----|-------------------------|--|-------|----------|---------|--------|----|------|------|--|--|----------|
| EQP | 2088880328/Mer Cty Hall |  | AP017 | 04/22/07 | 070422  | QWEST  | 4  | 2007 | 4020 |  |  | 134.75   |
| OTH | MERIDIAN CITY HALL      |  | AP045 | 05/22/08 | 080613  | QWEST  | 6  | 2008 | 4060 |  |  | 154.97   |
| OTH | MCH RELOCATE SERVICE    |  | AP099 | 06/17/08 | 080617  | QWEST  | 6  | 2008 | 4060 |  |  | 3,700.17 |
| OTH | Meridian City Hall      |  | AP102 | 10/30/08 | 10590   | PRECOM | 11 | 2008 | 4060 |  |  | 385.00   |
| OTH | 208-888-0328 949B MCH   |  | AP102 | 11/13/08 | 081022  | QWEST  | 11 | 2008 | 4060 |  |  | 147.08   |
| OTH | MCH 208-888-0328 849B   |  | AP108 | 01/22/08 | 080122  | QWEST  | 2  | 2008 | 4060 |  |  | 143.47   |
| OTH | Meridian Cty Hall-May   |  | AP122 | 04/23/07 | 68848   | DCSCOM | 5  | 2007 | 4060 |  |  | 395.76   |
| OTH | MCH 208-888-0328 849B   |  | AP129 | 09/22/07 | 070922Q | QWEST  | 10 | 2007 | 4060 |  |  | 152.13   |

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## JOB COST DETAIL-BY LINE ITEM

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |           |             |         |        |              |  |  |  |         |
|------|-----|---------------------------|-----------|-------------|---------|--------|--------------|--|--|--|---------|
| COST | 01  | 540                       | Telephone | (continued) |         |        |              |  |  |  |         |
|      | EQP | #208880328849B/MerCityHal | AP140     | 12/22/06    | 061222  | QWEST  | 1 2007 4020  |  |  |  | 133.87  |
|      | OTH | Drew Brown                | AP153     | 06/22/08    | 0806CCC | NEXTEL | 6 2008 4060  |  |  |  | 52.29   |
|      | OTH | 4798531205485917 Pat C.   | AP182     | 11/01/08    | 0811aa  | USBANK | 11 2008 4060 |  |  |  | 43.28   |
|      | OTH | 208-888-0328 949B MCH     | AP249     | 11/22/08    | 081122  | QWEST  | 12 2008 4060 |  |  |  | 144.83  |
|      | OTH | MERIDIAN CITY HALL        | AP285     | 10/22/07    | 071022  | QWEST  | 11 2007 4060 |  |  |  | 1.11    |
|      | OTH | 208-888-0328 MCH          | AP288     | 06/22/08    | 070622  | QWEST  | 7 2008 4060  |  |  |  | 134.21  |
|      | OTH | Meridian City Hall        | AP315     | 11/26/08    | 081126  | QWEST  | 12 2008 4060 |  |  |  | 132.69  |
|      | OTH | MERIDIAN CITY HALL        | AP327     | 02/22/08    | 080222  | QWEST  | 3 2008 4060  |  |  |  | 144.04  |
|      | OTH | Mer Cit Hall 208-888-0328 | AP335     | 05/22/07    | 070522  | QWEST  | 6 2007 4060  |  |  |  | 134.75  |
|      | EQP | 208880328/Mer City Hall   | AP383     | 01/22/07    | 070122  | QWEST  | 2 2007 4020  |  |  |  | 133.96  |
|      | OTH | 208-888-0328 MCH          | AP464     | 07/22/08    | 080722  | QWEST  | 8 2008 4060  |  |  |  | 277.99  |
|      | OTH | MCH 208-888-0328 849B     | AP491     | 06/22/07    | 062207  | QWEST  | 7 2007 4060  |  |  |  | 134.75  |
|      | OTH | MERIDIAN CITY HALL        | AP515     | 11/22/07    | 071122  | QWEST  | 12 2007 4060 |  |  |  | 143.79  |
|      | OTH | MERIDIAN CITY HALL DAMAGE | AP544     | 07/10/07    | A032044 | QWEST  | 7 2007 4060  |  |  |  | 678.57  |
|      | OTH | 4798531205483078 CHILD P  | AP554     | 08/11/08    | 0808AA  | USBANK | 8 2008 4060  |  |  |  | 43.28   |
|      | OTH | 4798531205483078 CHILD P  | AP554     | 08/11/08    | 0808AA  | USBANK | 8 2008 4060  |  |  |  | 75.00   |
|      | OTH | 4798531205483185 MIRAZAIE | AP554     | 08/11/08    | 0808I   | USBANK | 8 2008 4060  |  |  |  | 51.44   |
|      | OTH | MERIDIAN CITY HALL        | AP557     | 03/22/08    | 080322  | BLUSPE | 4 2008 4060  |  |  |  | 143.62  |
|      | OTH | VOID INV-Blueprint Specia | AP624     | 03/22/08    | 080322  | BLUSPE | 4 2008 4060  |  |  |  | -143.62 |
|      | OTH | MERIDIAN CITY HALL        | AP625     | 03/22/08    | 080322  | QWEST  | 4 2008 4060  |  |  |  | 143.62  |
|      | OTH | Billingware 49.95 @ 6%    | AP658     | 09/10/08    | 80910e  | IDTAX  | 9 2008 4060  |  |  |  | 3.00    |
|      | EQP | 208880328/Mer City Hall   | AP661     | 02/22/07    | 070222a | QWEST  | 3 2007 4020  |  |  |  | 133.96  |
|      | OTH | MERIDIAN CITY HALL        | AP682     | 08/22/08    | 080822  | QWEST  | 9 2008 4060  |  |  |  | 9.89    |
|      | OTH | 4798531205485917 CHILD P. | AP703     | 09/10/08    | 0809AA  | USBANK | 9 2008 4060  |  |  |  | 43.28   |
|      | OTH | MERIDIAN CITY HALL        | AP728     | 09/04/08    | 080904A | QWEST  | 9 2008 4060  |  |  |  | 255.12  |
|      | OTH | MERIDIAN CITY HALL        | AP733     | 07/22/07    | 070722  | QWEST  | 8 2007 4060  |  |  |  | 281.79  |
|      | OTH | 208-888-0328 MCH          | AP745     | 12/22/07    | 071222  | QWEST  | 1 2008 4060  |  |  |  | 41.94   |
|      | EQP | 208880328849-Mer City Hal | AP771     | 12/15/06    | 061215  | QWEST  | 12 2006 4020 |  |  |  | 299.40  |
|      | OTH | MERIDIAN CITY HALL        | AP787     | 08/13/07    | 070801  | QWEST  | 8 2007 4060  |  |  |  | 147.04  |
|      | OTH | VOID INV-Qwest            | AP788     | 08/13/07    | 070801  | QWEST  | 8 2007 4060  |  |  |  | -147.04 |
|      | OTH | MCH 208-888-0328          | AP849     | 04/22/08    | 080422A | QWEST  | 5 2008 4060  |  |  |  | 134.76  |
|      | OTH | MERIDIAN CITY HALL        | AP872     | 09/22/08    | 080922  | QWEST  | 10 2008 4060 |  |  |  | 249.97  |
|      | OTH | MCH 208-888-0328          | AP877     | 04/22/08    | 080422  | QWEST  | 5 2008 4060  |  |  |  | 9.59    |
|      | EQP | Meridian City Hall-Apr    | AP907     | 03/22/07    | 070322  | QWEST  | 4 2007 4020  |  |  |  | 133.96  |
|      | OTH | 4798531205485917 P Child  | AP942     | 10/09/08    | 0810AA  | USBANK | 10 2008 4060 |  |  |  | 43.28   |
|      | OTH | MCH 208-888-0328 849B     | AP949     | 08/22/07    | 070822  | QWEST  | 9 2007 4060  |  |  |  | 143.28  |
|      | OTH | MERIDIAN CITY HALL        | AP952     | 10/04/08    | 081004A | QWEST  | 10 2008 4060 |  |  |  | 238.60  |
|      | OTH | VOID INV-PreCom, Inc.     | AP978     | 10/30/08    | 10590   | PRECOM | 9 2009 4060  |  |  |  | -385.00 |
|      | OTH | Refund fr Qwest           | JC689     | 12/31/08    | 635971  |        | 12 2008 4060 |  |  |  | -17.54  |
|      | OTH | MOVED TO TEMP POWER       | JC764     | 07/27/07    |         |        | 7 2007 4060  |  |  |  | -678.57 |

8,757.51

|      |     |            |                      |          |        |        |             |  |  |  |       |
|------|-----|------------|----------------------|----------|--------|--------|-------------|--|--|--|-------|
| COST | 01  | 543        | Telephone - cellular |          |        |        |             |  |  |  |       |
|      | OTH | W. BETTIS  | AP002                | 09/22/07 | 0709I  | NEXTEL | 9 2007 4060 |  |  |  | 53.27 |
|      | OTH | A. JOHNSON | AP002                | 09/22/07 | 0709II | NEXTEL | 9 2007 4060 |  |  |  | 43.47 |



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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |                                  |       |          |         |        |    |      |      |  |  |        |
|------|-----|---------------------------|----------------------------------|-------|----------|---------|--------|----|------|------|--|--|--------|
| COST | 01  | 543                       | Telephone - cellular (continued) |       |          |         |        |    |      |      |  |  |        |
|      | OTH | G. BENNETT                |                                  | AP002 | 09/22/07 | 0709L   | NEXTEL | 9  | 2007 | 4060 |  |  | 19.85  |
|      | OTH | S. TREPAGNIER             |                                  | AP002 | 09/22/07 | 0709TT  | NEXTEL | 9  | 2007 | 4060 |  |  | 53.27  |
|      | OTH | J. ANDERSON               |                                  | AP002 | 09/22/07 | 0709U   | NEXTEL | 9  | 2007 | 6170 |  |  | 69.78  |
|      | EQP | A Johnson                 |                                  | AP010 | 04/18/07 | 0704hh  | NEXTEL | 4  | 2007 | 4020 |  |  | 29.52  |
|      | EQP | W Bettis                  |                                  | AP010 | 04/18/07 | 0704i   | NEXTEL | 4  | 2007 | 4020 |  |  | 37.53  |
|      | EQP | G Bennett                 |                                  | AP010 | 04/18/07 | 0704k   | NEXTEL | 4  | 2007 | 4020 |  |  | 32.88  |
|      | EQP | J Anderson                |                                  | AP010 | 04/18/07 | 0704t   | NEXTEL | 4  | 2007 | 4020 |  |  | 68.15  |
|      | EQP | W Bettis                  |                                  | AP020 | 09/18/06 | 0609t   | NEXTEL | 9  | 2006 | 4020 |  |  | 1.49   |
|      | EQP | Acct #365464166-00001     |                                  | AP069 | 04/01/09 | 9652444 | VERWIR | 4  | 2009 | 4020 |  |  | 12.44  |
|      | EQP | 365464166                 |                                  | AP099 | 04/01/09 | 090401  | VERWIR | 4  | 2009 | 4020 |  |  | 12.44  |
|      | OTH | 365464166-00001           |                                  | AP120 | 11/26/08 | 4964006 | VERWIR | 11 | 2008 | 4060 |  |  | 45.32  |
|      | OTH | 365464166-00001           |                                  | AP120 | 11/26/08 | 4964006 | VERWIR | 11 | 2008 | 4060 |  |  | 36.04  |
|      | OTH | Acct#365464166-00001      |                                  | AP122 | 06/01/08 | 1410332 | VERWIR | 6  | 2008 | 4060 |  |  | 60.07  |
|      | OTH | Acct. #365464166-0001     |                                  | AP133 | 05/01/07 | 0078255 | VERWIR | 5  | 2007 | 4060 |  |  | 60.75  |
|      | EQP | G. Bennett-860-7507       |                                  | AP142 | 04/01/09 | 0904K   | NEXTEL | 4  | 2009 | 4020 |  |  | 17.76  |
|      | EQP | T. Coughlin 919-8583      |                                  | AP142 | 04/01/09 | 0904PP  | NEXTEL | 4  | 2009 | 4020 |  |  | 23.91  |
|      | OTH | Adam Johnson              |                                  | AP153 | 06/22/08 | 0806II  | NEXTEL | 6  | 2008 | 4060 |  |  | 56.29  |
|      | OTH | Gene Bennett              |                                  | AP153 | 06/22/08 | 0806L   | NEXTEL | 6  | 2008 | 4060 |  |  | 33.22  |
|      | OTH | Scott Trepagnier          |                                  | AP153 | 06/22/08 | 0806VV  | NEXTEL | 6  | 2008 | 4060 |  |  | 52.29  |
|      | OTH | Jerry Britain             |                                  | AP153 | 06/22/08 | 0806Y   | NEXTEL | 6  | 2008 | 4060 |  |  | 0.62   |
|      | OTH | Jack Vaughn               |                                  | AP153 | 06/22/08 | 0806c   | NEXTEL | 6  | 2008 | 4060 |  |  | 52.50  |
|      | OTH | Tom Coughlin              |                                  | AP153 | 06/22/08 | 0806oo  | NEXTEL | 6  | 2008 | 4060 |  |  | 39.78  |
|      | EQP | VOID INV-Verizon Wireless |                                  | AP154 | 04/01/09 | 090401  | VERWIR | 4  | 2009 | 4020 |  |  | -12.44 |
|      | OTH | Acct. #365464166-00001    |                                  | AP161 | 10/01/07 | 5159569 | VERWIR | 10 | 2007 | 4060 |  |  | 60.75  |
|      | OTH | Chris Jackson             |                                  | AP185 | 11/22/08 | 0811I   | NEXTEL | 11 | 2008 | 4060 |  |  | 1.34   |
|      | OTH | J Vaughn                  |                                  | AP190 | 11/22/08 | 0811C   | NEXTEL | 11 | 2008 | 4060 |  |  | 10.48  |
|      | OTH | Ploetz                    |                                  | AP190 | 11/22/08 | 0811HH  | NEXTEL | 11 | 2008 | 4060 |  |  | 46.56  |
|      | OTH | Boggs                     |                                  | AP190 | 11/22/08 | 0811II  | NEXTEL | 11 | 2008 | 4060 |  |  | 53.08  |
|      | OTH | Bennett                   |                                  | AP190 | 11/22/08 | 0811L   | NEXTEL | 11 | 2008 | 4060 |  |  | 71.46  |
|      | OTH | Coughlin                  |                                  | AP190 | 11/22/08 | 0811OO  | NEXTEL | 11 | 2008 | 4060 |  |  | 17.25  |
|      | OTH | Child                     |                                  | AP190 | 11/22/08 | 0811S   | NEXTEL | 11 | 2008 | 4060 |  |  | 26.14  |
|      | OTH | Trepagnier                |                                  | AP190 | 11/22/08 | 0811VV  | NEXTEL | 11 | 2008 | 4060 |  |  | 23.05  |
|      | EQP | J Britain                 |                                  | AP199 | 10/18/06 | 0610p   | NEXTEL | 10 | 2006 | 4020 |  |  | 5.44   |
|      | EQP | W Bettis                  |                                  | AP199 | 10/18/06 | 0610t   | NEXTEL | 10 | 2006 | 4020 |  |  | 8.58   |
|      | EQP | A Johnson                 |                                  | AP209 | 05/18/07 | 0705hh  | NEXTEL | 5  | 2007 | 4020 |  |  | 28.40  |
|      | EQP | W Bettis                  |                                  | AP209 | 05/18/07 | 0705i   | NEXTEL | 5  | 2007 | 4020 |  |  | 28.61  |
|      | EQP | G Bennett                 |                                  | AP209 | 05/18/07 | 0705k   | NEXTEL | 5  | 2007 | 4020 |  |  | 24.30  |
|      | EQP | J Anderson                |                                  | AP209 | 05/18/07 | 0705t   | NEXTEL | 5  | 2007 | 4020 |  |  | 60.02  |
|      | OTH | W. BETTIS                 |                                  | AP210 | 10/22/07 | 0710I   | NEXTEL | 10 | 2007 | 4060 |  |  | 53.63  |
|      | OTH | A. JOHNSON                |                                  | AP210 | 10/22/07 | 0710II  | NEXTEL | 10 | 2007 | 4060 |  |  | 38.89  |
|      | OTH | G. BENNETT                |                                  | AP210 | 10/22/07 | 0710L   | NEXTEL | 10 | 2007 | 4060 |  |  | 7.90   |
|      | OTH | S. TREPAGNIER             |                                  | AP210 | 10/22/07 | 0710TT  | NEXTEL | 10 | 2007 | 4060 |  |  | 53.73  |
|      | OTH | J. ANDERSON               |                                  | AP210 | 10/22/07 | 0710U   | NEXTEL | 10 | 2007 | 4060 |  |  | 62.76  |
|      | OTH | J. BRITTAIN               |                                  | AP210 | 10/22/07 | 0710Y   | NEXTEL | 10 | 2007 | 4060 |  |  | 0.40   |
|      | EQP | W Bettis                  |                                  | AP218 | 01/18/07 | 0701i   | NEXTEL | 1  | 2007 | 4020 |  |  | 18.78  |

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Printing: All Jobs Job Range 060675 thru 060675

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Period Range: Job To-Date

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |    |                           |  |                                  |          |         |        |    |      |      |  |  |        |
|------|----|---------------------------|--|----------------------------------|----------|---------|--------|----|------|------|--|--|--------|
| COST | 01 | 543                       |  | Telephone - cellular (continued) |          |         |        |    |      |      |  |  |        |
| EQP  |    | G Bennett                 |  | AP218                            | 01/18/07 | 0701k   | NEXTEL | 1  | 2007 | 4020 |  |  | 8.33   |
| EQP  |    | J Dillon                  |  | AP218                            | 01/18/07 | 0701oo  | NEXTEL | 1  | 2007 | 4020 |  |  | 17.75  |
| EQP  |    | J Britain                 |  | AP218                            | 01/18/07 | 0701x   | NEXTEL | 1  | 2007 | 4020 |  |  | 2.12   |
| EQP  |    | Acct #365464166-00001     |  | AP226                            | 05/27/09 | 8587452 | VERWIR | 5  | 2009 | 4020 |  |  | 6.91   |
| OTH  |    | A. JOHNSON                |  | AP228                            | 02/22/08 | 0802II  | NEXTEL | 2  | 2008 | 4060 |  |  | 3.54   |
| OTH  |    | G. BENNETT                |  | AP228                            | 02/22/08 | 0802L   | NEXTEL | 2  | 2008 | 4060 |  |  | 11.37  |
| OTH  |    | S. TREPAGNIER             |  | AP228                            | 02/22/08 | 0802TT  | NEXTEL | 2  | 2008 | 4060 |  |  | 1.28   |
| OTH  |    | J. ANDERSON               |  | AP228                            | 02/22/08 | 0802U   | NEXTEL | 2  | 2008 | 4060 |  |  | 5.84   |
| EQP  |    | November Billing          |  | AP249                            | 12/01/08 | 3744007 | VERWIR | 12 | 2008 | 4020 |  |  | 20.45  |
| OTH  |    | Acct# 365464166-00001     |  | AP270                            | 07/02/08 | 080702  | VERWIR | 7  | 2008 | 6170 |  |  | 60.07  |
| OTH  |    | VOID INV-Verizon Wireless |  | AP271                            | 07/02/08 | 080702  | VERWIR | 7  | 2008 | 6170 |  |  | -60.07 |
| OTH  |    | Acct#365464166-0001       |  | AP272                            | 07/27/08 | 080702a | VERWIR | 7  | 2008 | 4060 |  |  | 60.07  |
| OTH  |    | VOID INV-Verizon Wireless |  | AP273                            | 07/27/08 | 080702a | VERWIR | 7  | 2008 | 4060 |  |  | -60.07 |
| OTH  |    | Acct#365464166-00001      |  | AP274                            | 07/02/08 | 080702b | VERWIR | 7  | 2008 | 4060 |  |  | 60.07  |
| OTH  |    | JACK VAUGHN               |  | AP311                            | 07/22/08 | 0807C   | NEXTEL | 7  | 2008 | 4060 |  |  | 52.45  |
| OTH  |    | DREW BROWN                |  | AP311                            | 07/22/08 | 0807CCC | NEXTEL | 7  | 2008 | 4060 |  |  | 52.25  |
| EQP  |    | Gene B. 860-7507          |  | AP311                            | 05/01/09 | 0905K   | NEXTEL | 5  | 2009 | 4020 |  |  | 9.18   |
| EQP  |    | Tom C 919-8583            |  | AP311                            | 05/01/09 | 0905PP  | NEXTEL | 5  | 2009 | 4020 |  |  | 15.72  |
| OTH  |    | NICK PLOETZ               |  | AP311                            | 07/22/08 | 0807HH  | NEXTEL | 7  | 2008 | 4060 |  |  | 22.09  |
| OTH  |    | LAURA WELCH               |  | AP311                            | 07/22/08 | 0807II  | NEXTEL | 7  | 2008 | 4060 |  |  | 55.32  |
| OTH  |    | GENE BENNETT              |  | AP311                            | 07/22/08 | 0807L   | NEXTEL | 7  | 2008 | 4060 |  |  | 73.08  |
| OTH  |    | TOM COUGHLIN              |  | AP311                            | 07/22/08 | 0807OO  | NEXTEL | 7  | 2008 | 4060 |  |  | 39.78  |
| OTH  |    | PAT CHILD                 |  | AP311                            | 07/22/08 | 0807S   | NEXTEL | 7  | 2008 | 4060 |  |  | 11.13  |
| OTH  |    | SCOTT TREPAGNIER          |  | AP311                            | 07/22/08 | 0807VV  | NEXTEL | 7  | 2008 | 4060 |  |  | 54.14  |
| OTH  |    | Verizon Wireless          |  | AP355                            | 11/26/07 | 5464166 | VERWIR | 11 | 2007 | 4060 |  |  | 60.75  |
| OTH  |    | Acct.# 365464166-00001    |  | AP365                            | 06/01/07 | 8385849 | VERWIR | 6  | 2007 | 4060 |  |  | 60.75  |
| OTH  |    | Nick Ploetz               |  | AP376                            | 12/01/08 | 0812HH  | NEXTEL | 12 | 2008 | 4060 |  |  | 42.69  |
| OTH  |    | Justin Boggs              |  | AP376                            | 12/01/08 | 0812II  | NEXTEL | 12 | 2008 | 4060 |  |  | 53.88  |
| OTH  |    | Gene Bennett              |  | AP376                            | 12/01/08 | 0812L   | NEXTEL | 12 | 2008 | 4060 |  |  | 33.37  |
| OTH  |    | Tom Coughlin              |  | AP376                            | 12/01/08 | 0812OO  | NEXTEL | 12 | 2008 | 4060 |  |  | 27.45  |
| OTH  |    | WES BETTIS                |  | AP400                            | 06/22/07 | 706I    | NEXTEL | 6  | 2007 | 4060 |  |  | 53.03  |
| OTH  |    | ADAM JOHNSON              |  | AP400                            | 06/22/07 | 706II   | NEXTEL | 6  | 2007 | 4060 |  |  | 52.87  |
| OTH  |    | GENE BENNETT              |  | AP400                            | 06/22/07 | 706L    | NEXTEL | 6  | 2007 | 4060 |  |  | 15.30  |
| OTH  |    | JON ANDERSON              |  | AP400                            | 06/22/07 | 706U    | NEXTEL | 6  | 2007 | 4060 |  |  | 60.14  |
| EQP  |    | G Bennett                 |  | AP401                            | 06/18/06 | 0606c   | NEXTEL | 6  | 2006 | 4020 |  |  | 4.63   |
| EQP  |    | Acct #365464166-00001     |  | AP410                            | 06/01/09 | 090601  | VERWIR | 6  | 2009 | 4020 |  |  | 1.11   |
| OTH  |    | W. BETTIS                 |  | AP425                            | 11/18/07 | 0711I   | NEXTEL | 11 | 2007 | 4060 |  |  | 53.63  |
| OTH  |    | A. JOHNSON                |  | AP425                            | 11/18/07 | 0711II  | NEXTEL | 11 | 2007 | 4060 |  |  | 28.91  |
| OTH  |    | G. BENNETT                |  | AP425                            | 11/18/07 | 0711L   | NEXTEL | 11 | 2007 | 4060 |  |  | 9.66   |
| OTH  |    | S. TREPAGNIER             |  | AP425                            | 11/18/07 | 0711TT  | NEXTEL | 11 | 2007 | 4060 |  |  | 53.73  |
| OTH  |    | J. ANDERSON               |  | AP425                            | 11/18/07 | 0711U   | NEXTEL | 11 | 2007 | 4060 |  |  | 62.76  |
| EQP  |    | 919-8583 Tom C            |  | AP446                            | 06/01/09 | 0906CC  | NEXTEL | 6  | 2009 | 4020 |  |  | 9.83   |
| OTH  |    | Acct# 365464166-00001     |  | AP458                            | 08/01/08 | 8540113 | VERWIR | 8  | 2008 | 4060 |  |  | 60.07  |
| EQP  |    | A Grant                   |  | AP482                            | 02/18/07 | 0702aa  | NEXTEL | 2  | 2007 | 4020 |  |  | 3.71   |
| OTH  |    | NEXTEL A. JOHNSON         |  | AP482                            | 03/22/08 | 0803II  | NEXTEL | 3  | 2008 | 4060 |  |  | 4.15   |

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |                      |             |          |         |        |    |      |      |  |  |        |
|------|-----|---------------------------|----------------------|-------------|----------|---------|--------|----|------|------|--|--|--------|
| COST | 01  | 543                       | Telephone - cellular | (continued) |          |         |        |    |      |      |  |  |        |
|      | OTH | NEXTEL S. TREPAGNIER      |                      | AP482       | 03/22/08 | 0803TT  | NEXTEL | 3  | 2008 | 4060 |  |  | 1.69   |
|      | OTH | NEXTEL J. ANDERSON        |                      | AP482       | 03/22/08 | 0803U   | NEXTEL | 3  | 2008 | 4060 |  |  | 6.69   |
|      | EQP | W Bettis                  |                      | AP482       | 02/18/07 | 0702i   | NEXTEL | 2  | 2007 | 4020 |  |  | 20.90  |
|      | EQP | A Stevens                 |                      | AP482       | 02/18/07 | 0702j   | NEXTEL | 2  | 2007 | 4020 |  |  | 15.18  |
|      | EQP | G Bennett                 |                      | AP482       | 02/18/07 | 0702k   | NEXTEL | 2  | 2007 | 4020 |  |  | 15.96  |
|      | EQP | W Bettis                  |                      | AP502       | 11/18/06 | 0611j   | NEXTEL | 11 | 2006 | 4020 |  |  | 16.85  |
|      | EQP | J Bigham                  |                      | AP502       | 11/18/06 | 0611n   | NEXTEL | 11 | 2006 | 4020 |  |  | 51.25  |
|      | OTH | Jack Vaughn               |                      | AP529       | 08/22/08 | 0808C   | NEXTEL | 8  | 2008 | 4060 |  |  | 52.86  |
|      | OTH | Nick Ploetz               |                      | AP529       | 08/22/08 | 0808HH  | NEXTEL | 8  | 2008 | 4060 |  |  | 34.21  |
|      | OTH | Justin Boggs              |                      | AP529       | 08/22/08 | 0808II  | NEXTEL | 8  | 2008 | 4060 |  |  | 54.09  |
|      | OTH | Gene Bennett              |                      | AP529       | 08/22/08 | 0808L   | NEXTEL | 8  | 2008 | 4060 |  |  | 60.02  |
|      | OTH | Tom Coughlin              |                      | AP529       | 08/22/08 | 0808OO  | NEXTEL | 8  | 2008 | 4060 |  |  | 35.63  |
|      | OTH | Pat Child                 |                      | AP529       | 08/22/08 | 0808S   | NEXTEL | 8  | 2008 | 4060 |  |  | 54.86  |
|      | OTH | Scott Trepagnier          |                      | AP529       | 08/22/08 | 0808VV  | NEXTEL | 8  | 2008 | 4060 |  |  | 52.25  |
|      | OTH | Jerry Britain             |                      | AP529       | 08/22/08 | 0808Y   | NEXTEL | 8  | 2008 | 4060 |  |  | 1.01   |
|      | EQP | Acct# 365464166-00001     |                      | AP584       | 01/01/09 | 090101  | VERWIR | 1  | 2009 | 4020 |  |  | 13.27  |
|      | EQP | G Bennett                 |                      | AP601       | 07/18/06 | 0607c   | NEXTEL | 7  | 2006 | 4020 |  |  | 5.65   |
|      | OTH | Nick Ploetz               |                      | AP601       | 01/22/09 | 0901II  | NEXTEL | 1  | 2009 | 4060 |  |  | 30.99  |
|      | OTH | Gene Bennett              |                      | AP601       | 01/22/09 | 0901K   | NEXTEL | 1  | 2009 | 4060 |  |  | 15.05  |
|      | OTH | Tom Coughlin              |                      | AP601       | 01/22/09 | 0901PP  | NEXTEL | 1  | 2009 | 4060 |  |  | 19.57  |
|      | EQP | W Bettis                  |                      | AP601       | 07/18/06 | 0607t   | NEXTEL | 7  | 2006 | 4020 |  |  | 4.04   |
|      | OTH | Meridian City/Frank's     |                      | AP604       | 12/07/07 | 071207  | VERWIR | 12 | 2007 | 4060 |  |  | 60.78  |
|      | OTH | W. BETTIS                 |                      | AP614       | 07/31/07 | 0707I   | NEXTEL | 7  | 2007 | 4060 |  |  | 53.31  |
|      | OTH | A. JOHNSON                |                      | AP614       | 07/31/07 | 0707II  | NEXTEL | 7  | 2007 | 4060 |  |  | 53.51  |
|      | OTH | G. BENNETT                |                      | AP614       | 07/31/07 | 0707L   | NEXTEL | 7  | 2007 | 4060 |  |  | 8.45   |
|      | OTH | J. ANDERSON               |                      | AP614       | 07/31/07 | 0707U   | NEXTEL | 7  | 2007 | 4060 |  |  | 62.82  |
|      | OTH | Franks,Brown,Anderson,Ben |                      | AP644       | 04/01/08 | 3991174 | VERWIR | 4  | 2008 | 4060 |  |  | 60.78  |
|      | OTH | Acct365464166-00001       |                      | AP661       | 09/01/08 | 7168739 | VERWIR | 9  | 2008 | 4060 |  |  | 60.07  |
|      | OTH | Acct365464166-00001       |                      | AP661       | 09/01/08 | 7168739 | VERWIR | 9  | 2008 | 4060 |  |  | 6.91   |
|      | OTH | W. BETTIS                 |                      | AP684       | 12/22/07 | 0712I   | NEXTEL | 12 | 2007 | 4060 |  |  | 53.91  |
|      | OTH | A. JOHNSON                |                      | AP684       | 12/22/07 | 0712II  | NEXTEL | 12 | 2007 | 4060 |  |  | 34.87  |
|      | OTH | G. BENNETT                |                      | AP684       | 12/22/07 | 0712L   | NEXTEL | 12 | 2007 | 4060 |  |  | 33.35  |
|      | OTH | S. TREPAGNIER             |                      | AP684       | 12/22/07 | 0712TT  | NEXTEL | 12 | 2007 | 4060 |  |  | 54.01  |
|      | OTH | J. ANDERSON               |                      | AP684       | 12/22/07 | 0712U   | NEXTEL | 12 | 2007 | 4060 |  |  | 57.58  |
|      | OTH | JACK VAUGHN               |                      | AP729       | 09/22/08 | 0809C   | NEXTEL | 9  | 2008 | 4060 |  |  | 52.47  |
|      | OTH | NICK PLOETZ               |                      | AP729       | 09/22/08 | 0809HH  | NEXTEL | 9  | 2008 | 4060 |  |  | 32.32  |
|      | OTH | JUSTIN BOGGS              |                      | AP729       | 09/22/08 | 0809II  | NEXTEL | 9  | 2008 | 4060 |  |  | 54.52  |
|      | OTH | GENE BENNETT              |                      | AP729       | 09/22/08 | 0809L   | NEXTEL | 9  | 2008 | 4060 |  |  | 105.69 |
|      | OTH | TOM COUGHLIN              |                      | AP729       | 09/22/08 | 0809OO  | NEXTEL | 9  | 2008 | 4060 |  |  | 35.76  |
|      | OTH | PAT CHILD                 |                      | AP729       | 09/22/08 | 0809S   | NEXTEL | 9  | 2008 | 4060 |  |  | 55.08  |
|      | OTH | BRIAN WEINACHT            |                      | AP729       | 09/22/08 | 0809V   | NEXTEL | 9  | 2008 | 4060 |  |  | 3.05   |
|      | OTH | JERRY BRITAIN             |                      | AP729       | 09/22/08 | 0809Y   | NEXTEL | 9  | 2008 | 4060 |  |  | 1.83   |
|      | OTH | Scott Trepagnier          |                      | AP730       | 09/22/08 | 0809VV  | NEXTEL | 9  | 2008 | 4060 |  |  | 52.27  |
|      | OTH | D Davis                   |                      | AP734       | 04/22/08 | 0804e   | NEXTEL | 4  | 2008 | 4060 |  |  | 54.21  |
|      | OTH | A Johnson                 |                      | AP734       | 04/22/08 | 0804ii  | NEXTEL | 4  | 2008 | 4060 |  |  | 54.37  |

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

COST 01 543 Telephone - cellular (continued)

|     |                           |       |          |         |        |    |      |      |  |  |  |  |       |
|-----|---------------------------|-------|----------|---------|--------|----|------|------|--|--|--|--|-------|
| OTH | G Bennett                 | AP734 | 04/22/08 | 0804l   | NEXTel | 4  | 2008 | 4060 |  |  |  |  | 29.58 |
| OTH | T Coughlin                | AP734 | 04/22/08 | 0804mm  | NEXTel | 4  | 2008 | 4060 |  |  |  |  | 34.88 |
| OTH | S Trepagnier              | AP734 | 04/22/08 | 0804tt  | NEXTel | 4  | 2008 | 4060 |  |  |  |  | 54.42 |
| OTH | J Britain                 | AP734 | 04/22/08 | 0804y   | NEXTel | 4  | 2008 | 4060 |  |  |  |  | 0.72  |
| OTH | J Anderson                | AP734 | 04/22/08 | 0808u   | NEXTel | 4  | 2008 | 4060 |  |  |  |  | 58.10 |
| EQP | 365464166-00001           | AP738 | 02/24/09 | 1574109 | VERWIR | 2  | 2009 | 4020 |  |  |  |  | 11.05 |
| EQP | A Johnson                 | AP793 | 03/18/07 | 0703hh  | NEXTel | 3  | 2007 | 4020 |  |  |  |  | 30.62 |
| EQP | W Bettis                  | AP793 | 03/18/07 | 0703i   | NEXTel | 3  | 2007 | 4020 |  |  |  |  | 35.59 |
| EQP | G Bennett                 | AP793 | 03/18/07 | 0703k   | NEXTel | 3  | 2007 | 4020 |  |  |  |  | 35.17 |
| EQP | J Anderson                | AP793 | 03/18/07 | 0703t   | NEXTel | 3  | 2007 | 4020 |  |  |  |  | 30.56 |
| EQP | J Britain                 | AP793 | 03/18/07 | 0703x   | NEXTel | 3  | 2007 | 4020 |  |  |  |  | 0.53  |
| EQP | W Bettis                  | AP794 | 12/18/06 | 0612i   | NEXTel | 12 | 2006 | 4020 |  |  |  |  | 18.65 |
| EQP | J Dillon                  | AP794 | 12/18/06 | 0612nn  | NEXTel | 12 | 2006 | 4020 |  |  |  |  | 39.54 |
| EQP | B Weinacht                | AP794 | 12/18/06 | 0612u   | NEXTel | 12 | 2006 | 4020 |  |  |  |  | 16.50 |
| EQP | J Britain                 | AP794 | 12/18/06 | 0612x   | NEXTel | 12 | 2006 | 4020 |  |  |  |  | 1.36  |
| EQP | W Bettis                  | AP813 | 08/18/06 | 0608t   | NEXTel | 8  | 2006 | 4020 |  |  |  |  | 3.57  |
| OTH | Nick Ploetz               | AP819 | 02/09/09 | 0902II  | NEXTel | 2  | 2009 | 4060 |  |  |  |  | 26.20 |
| OTH | Gene Bennett              | AP819 | 02/09/09 | 0902K   | NEXTel | 2  | 2009 | 4060 |  |  |  |  | 36.02 |
| OTH | Tom Coughlin              | AP819 | 02/09/09 | 0902PP  | NEXTel | 2  | 2009 | 4060 |  |  |  |  | 26.10 |
| OTH | W. BETTIS                 | AP839 | 08/22/07 | 0708I   | NEXTel | 8  | 2007 | 4060 |  |  |  |  | 53.37 |
| OTH | A. JOHNSON                | AP839 | 08/22/07 | 0708II  | NEXTel | 8  | 2007 | 4060 |  |  |  |  | 51.80 |
| OTH | G. BENNETT                | AP839 | 08/22/07 | 0708L   | NEXTel | 8  | 2007 | 4060 |  |  |  |  | 8.11  |
| OTH | J. ANDERSON               | AP839 | 08/22/07 | 0708U   | NEXTel | 8  | 2007 | 4060 |  |  |  |  | 64.70 |
| OTH | Franks,Vaughan,White,Benn | AP847 | 05/01/08 | 2724866 | VERWIR | 5  | 2008 | 4060 |  |  |  |  | 60.07 |
| OTH | Frank's & Anderson        | AP855 | 01/01/08 | 7944088 | VERWIR | 1  | 2008 | 6170 |  |  |  |  | 60.78 |
| OTH | Drew Brown                | AP924 | 05/22/08 | 0805AAA | NEXTel | 5  | 2008 | 4060 |  |  |  |  | 31.37 |
| OTH | Adam Johnson              | AP924 | 05/22/08 | 0805II  | NEXTel | 5  | 2008 | 4060 |  |  |  |  | 54.03 |
| OTH | Gene Bennett              | AP924 | 05/22/08 | 0805L   | NEXTel | 5  | 2008 | 4060 |  |  |  |  | 43.81 |
| OTH | Tom Coughlin              | AP924 | 05/22/08 | 0805MM  | NEXTel | 5  | 2008 | 4060 |  |  |  |  | 31.37 |
| OTH | Scott Trepagnier          | AP924 | 05/22/08 | 0805TT  | NEXTel | 5  | 2008 | 4060 |  |  |  |  | 52.50 |
| OTH | Jon Anderson              | AP924 | 05/22/08 | 0805U   | NEXTel | 5  | 2008 | 4060 |  |  |  |  | 54.08 |
| OTH | Jerry Britain             | AP924 | 05/22/08 | 0805Y   | NEXTel | 5  | 2008 | 4060 |  |  |  |  | 0.40  |
| OTH | Jack Vaughn               | AP924 | 05/22/08 | 0805c   | NEXTel | 5  | 2008 | 4060 |  |  |  |  | 21.98 |
| OTH | Terry Conner              | AP924 | 05/22/08 | 0805d   | NEXTel | 5  | 2008 | 4060 |  |  |  |  | 0.40  |
| OTH | Dan Davis                 | AP924 | 05/22/08 | 0805e   | NEXTel | 5  | 2008 | 4060 |  |  |  |  | 61.55 |
| OTH | Acct#365464166-00001      | AP928 | 10/01/08 | 6218119 | VERWIR | 10 | 2008 | 4060 |  |  |  |  | 60.07 |
| OTH | 365464166-00001           | AP955 | 03/01/09 | 0578628 | VERWIR | 3  | 2009 | 4060 |  |  |  |  | 14.37 |
| OTH | Jack Vaughn               | AP970 | 10/22/08 | 0810C   | NEXTel | 10 | 2008 | 4060 |  |  |  |  | 38.60 |
| OTH | Jeff Brewer               | AP970 | 10/22/08 | 0810HH  | NEXTel | 10 | 2008 | 4060 |  |  |  |  | 42.23 |
| OTH | Justin Boggs              | AP970 | 10/22/08 | 0810II  | NEXTel | 10 | 2008 | 4060 |  |  |  |  | 54.68 |
| OTH | Gene Bennett              | AP970 | 10/22/08 | 0810L   | NEXTel | 10 | 2008 | 4060 |  |  |  |  | 93.15 |
| OTH | Tom Coughlin              | AP970 | 10/22/08 | 0810OO  | NEXTel | 10 | 2008 | 4060 |  |  |  |  | 17.64 |
| OTH | Pat Child                 | AP970 | 10/22/08 | 0810S   | NEXTel | 10 | 2008 | 4060 |  |  |  |  | 39.21 |
| OTH | Scott Trepagnier          | AP970 | 10/22/08 | 0810VV  | NEXTel | 10 | 2008 | 4060 |  |  |  |  | 52.38 |
| OTH | NEXTel A. JOHNSON         | AP973 | 01/22/08 | 0801II  | NEXTel | 1  | 2008 | 4060 |  |  |  |  | 44.20 |

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## JOB COST DETAIL-BY LINE ITEM

(job history only)

Report Code: 28.81

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                     |                      |             |          |        |        |    |      |      |  |  |          |
|------|-----|---------------------|----------------------|-------------|----------|--------|--------|----|------|------|--|--|----------|
| COST | 01  | 543                 | Telephone - cellular | (continued) |          |        |        |    |      |      |  |  |          |
|      | OTH | NEXTEL              | S. TREPAGNIER        | AP973       | 01/22/08 | 0801TT | NEXTEL | 1  | 2008 | 4060 |  |  | 52.41    |
|      | OTH | NEXTEL              | J. ANDERSON          | AP973       | 01/22/08 | 0801U  | NEXTEL | 1  | 2008 | 4060 |  |  | 57.82    |
|      | EQP | N.Ploetz-919-4339   |                      | AP976       | 03/01/09 | 0903II | NEXTEL | 3  | 2009 | 4020 |  |  | 26.09    |
|      | EQP | G.Bennett-86075-07  |                      | AP976       | 03/01/09 | 0903K  | NEXTEL | 3  | 2009 | 4020 |  |  | 32.51    |
|      | EQP | T.Coughlin-919-8583 |                      | AP976       | 03/01/09 | 0903PP | NEXTEL | 3  | 2009 | 4020 |  |  | 27.22    |
|      | OTH | Correction to GL    |                      | JC076       | 01/25/08 | CSC    |        | 1  | 2008 | 6170 |  |  | -60.78   |
|      | OTH | Correction to GL    |                      | JC076       | 01/25/08 | CSC    |        | 1  | 2008 | 4060 |  |  | 60.78    |
|      | OTH | NEXTEL G. BENNETT   |                      | JC085       | 01/30/08 | CSC    |        | 1  | 2008 | 4060 |  |  | 66.10    |
|      | OTH | FR 03-0543          |                      | JC146       | 02/27/08 | CSC    |        | 2  | 2008 | 4060 |  |  | 60.78    |
|      | OTH | frm 03-0543         |                      | JC278       | 05/02/08 | ma     |        | 4  | 2008 | 4060 |  |  | 60.78    |
|      | OTH |                     |                      | JC877       | 10/23/07 |        |        | 10 | 2007 | 4060 |  |  | 69.78    |
|      |     |                     |                      |             |          |        |        |    |      |      |  |  | 6,590.41 |

|      |     |                         |                |       |          |         |        |    |      |      |  |  |          |
|------|-----|-------------------------|----------------|-------|----------|---------|--------|----|------|------|--|--|----------|
| COST | 01  | 544                     | Temp - Heating |       |          |         |        |    |      |      |  |  |          |
|      | OTH | MERIDIAN CITY HALL      |                | AP022 | 10/03/08 | 120086A | TATES  | 10 | 2008 | 4060 |  |  | 176.49   |
|      | OTH | 4856200208135502 Jon A. |                | AP196 | 02/01/08 | 080201x | WFBUS  | 2  | 2008 | 4060 |  |  | 17.54    |
|      | OTH | MCH                     |                | AP464 | 07/01/08 | 87992   | TATES  | 8  | 2008 | 4060 |  |  | 354.04   |
|      | OTH | MERIDIAN CITY HALL      |                | AP682 | 09/22/08 | 080922  | INTMTN | 9  | 2008 | 4060 |  |  | 48.68    |
|      | OTH | MERIDIAN CITY HALL      |                | AP682 | 08/26/08 | 87992B  | TATES  | 9  | 2008 | 4060 |  |  | 241.51   |
|      | OTH | MERIDIAN CITY HALL      |                | AP872 | 10/02/08 | 081002  | INTMTN | 10 | 2008 | 4060 |  |  | 159.35   |
|      | OTH | MERIDIAN CITY HALL      |                | AP872 | 07/29/08 | 87992a1 | TATES  | 10 | 2008 | 4060 |  |  | 354.04   |
|      | OTH | MERIDIAN CITY HALL      |                | AP952 | 10/03/08 | 120086  | TATES  | 10 | 2008 | 4060 |  |  | 235.32   |
|      |     |                         |                |       |          |         |        |    |      |      |  |  | 1,586.97 |

|      |     |                           |            |       |          |         |        |    |      |      |  |  |          |
|------|-----|---------------------------|------------|-------|----------|---------|--------|----|------|------|--|--|----------|
| COST | 01  | 548                       | Temp Power |       |          |         |        |    |      |      |  |  |          |
|      | OTH | VOID INV-Intermountain Ga |            | AP012 | 01/08/08 | 080108A | INTMTN | 1  | 2008 | 4060 |  |  | -727.86  |
|      | OTH | MERIDIAN CITY HALL        |            | AP156 | 05/14/08 | 080530A | IDAPOW | 6  | 2008 | 4060 |  |  | -172.78  |
|      | OTH | MERIDIAN CITY HALL        |            | AP156 | 06/12/08 | 080612A | IDAPOW | 6  | 2008 | 4060 |  |  | 1,090.09 |
|      | OTH | MERIDIAN CITY HALL        |            | AP156 | 06/12/08 | 080612B | IDAPOW | 6  | 2008 | 4060 |  |  | 133.48   |
|      | OTH | #6486651673/Mer City Hall |            | AP174 | 05/14/07 | 070514  | IDAPOW | 5  | 2007 | 4060 |  |  | 25.35    |
|      | OTH | MERIDIAN CITY HALL        |            | AP184 | 10/13/07 | 071013  | IDAPOW | 10 | 2007 | 4060 |  |  | 46.52    |
|      | OTH | MERIDIAN CITY HALL        |            | AP197 | 10/15/07 | 248296  | EDGCON | 10 | 2007 | 4060 |  |  | 952.94   |
|      | OTH | MERIDIAN CITY HALL        |            | AP197 | 10/16/07 | 071016  | IDAPOW | 10 | 2007 | 4060 |  |  | 25.13    |
|      | OTH | MERIDIAN CITY HALL        |            | AP199 | 02/13/08 | 080213A | IDAPOW | 2  | 2008 | 4060 |  |  | 12.30    |
|      | OTH | MERIDIAN CITY HALL        |            | AP199 | 02/13/08 | 080213B | IDAPOW | 2  | 2008 | 4060 |  |  | 139.62   |
|      | OTH | MERIDIAN CITY HALL        |            | AP327 | 02/28/08 | 281533  | EDGCON | 3  | 2008 | 4060 |  |  | 1,365.28 |
|      | OTH | MERIDIAN CITY HALL        |            | AP331 | 11/01/07 | 253775  | EDGCON | 11 | 2007 | 4060 |  |  | 952.94   |
|      | OTH | MERIDIAN CITY HALL        |            | AP356 | 07/14/08 | 080714  | IDAPOW | 7  | 2008 | 4060 |  |  | 794.41   |
|      | OTH | MERIDIAN CITY HALL        |            | AP356 | 07/14/08 | 080714A | IDAPOW | 7  | 2008 | 4060 |  |  | 208.76   |
|      | OTH | #6486651673/Mer City Hall |            | AP383 | 01/13/07 | 070113  | IDAPOW | 2  | 2007 | 4060 |  |  | 197.54   |
|      | OTH | Meridian City Hall        |            | AP403 | 06/13/07 | 071306  | IDAPOW | 6  | 2007 | 4060 |  |  | 37.61    |
|      | OTH | MERIDIAN CITY HALL        |            | AP422 | 07/13/07 | 071114  | IDAPOW | 11 | 2007 | 4060 |  |  | 95.46    |
|      | OTH | MERIDIAN CITY HALL        |            | AP422 | 11/13/07 | 0711140 | IDAPOW | 11 | 2007 | 4060 |  |  | 90.01    |
|      | OTH | MERIDIAN CITY HALL        |            | AP446 | 05/13/08 | 080513Z | IDAPOW | 8  | 2008 | 4060 |  |  | 172.78   |
|      | OTH | MERIDIAN CITY HALL        |            | AP451 | 03/13/08 | 080313A | IDAPOW | 3  | 2008 | 4060 |  |  | 115.03   |

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L----- | MTL/EQP | UNITS   | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|---------------|---------|---------|---------|--------|
|      |       | CODE | ORD | #     | DATE            | NO   | CUST          | PERIOD  | ACCOUNT | CODE    | HOURS  |
|      |       |      |     |       |                 |      |               |         |         |         | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |            |       |          |         |        |    |      |      |             |
|------|-----|---------------------------|------------|-------|----------|---------|--------|----|------|------|-------------|
| COST | 01  | 548                       | Temp Power |       |          |         |        |    |      |      |             |
|      |     |                           |            |       |          |         |        |    |      |      | (continued) |
|      | OTH | MERIDIAN CITY HALL        |            | AP451 | 03/13/08 | 080313B | IDAPOW | 3  | 2008 | 4060 | 900.08      |
|      | OTH | #6486651673/Mer Cty Hall  |            | AP485 | 02/13/07 | 070213  | IDAPOW | 2  | 2007 | 4060 | 57.32       |
|      | OTH | 4798531205486253 Jon A    |            | AP496 | 03/11/08 | 080311x | USBANK | 3  | 2008 | 4060 | 9.48        |
|      | OTH | MERIDIAN CITY HALL        |            | AP510 | 08/12/08 | 080812A | IDAPOW | 8  | 2008 | 4060 | 1,421.48    |
|      | OTH | MERIDIAN CITY HALL        |            | AP510 | 08/12/08 | 080827  | IDAPOW | 8  | 2008 | 4060 | 225.75      |
|      | OTH | MERIDIAN CITY HALL        |            | AP592 | 07/13/07 | 651676  | IDAPOW | 7  | 2007 | 4060 | 57.94       |
|      | OTH | MERIDIAN CITY HALL        |            | AP674 | 12/13/07 | 071213I | IDAPOW | 12 | 2007 | 4060 | 132.22      |
|      | OTH | MERIDIAN CITY HALL        |            | AP674 | 12/13/07 | 071213J | IDAPOW | 12 | 2007 | 4060 | 90.01       |
|      | OTH | MERIDIAN CITY HALL        |            | AP682 | 09/05/08 | 080905  | IDAPOW | 9  | 2008 | 4060 | 183.36      |
|      | OTH | MERIDIAN CITY HALL        |            | AP706 | 04/14/08 | 080414A | IDAPOW | 4  | 2008 | 4060 | 214.61      |
|      | OTH | MERIDIAN CITY HALL        |            | AP706 | 04/14/08 | 080414B | IDAPOW | 4  | 2008 | 4060 | 934.36      |
|      | OTH | Meridian City Hall Permit |            | AP706 | 12/11/06 | 061211  | IDAPOW | 12 | 2006 | 4060 | 585.00      |
|      | OTH | 6486651673/Mer Cty Hall   |            | AP735 | 03/14/07 | 070314  | IDAPOW | 3  | 2007 | 4060 | 32.86       |
|      | OTH | MERIDIAN CITY HALL        |            | AP750 | 09/11/08 | 080911  | IDAPOW | 9  | 2008 | 4060 | 6,520.73    |
|      | OTH | Meridian City Hall-Dec    |            | AP771 | 12/05/06 | 4433    | MOUPOW | 12 | 2006 | 4060 | 1,914.08    |
|      | OTH | MERIDIAN CITY HALL        |            | AP847 | 08/14/07 | 70814IP | IDAPOW | 8  | 2007 | 4060 | 61.74       |
|      | OTH | MERIDIAN CITY HALL        |            | AP849 | 04/28/08 | 295851  | EDGCON | 5  | 2008 | 4060 | 888.28      |
|      | OTH | MERIDIAN CITY HALL        |            | AP872 | 09/10/08 | 112324  | TATES  | 10 | 2008 | 4060 | 496.77      |
|      | OTH | MERIDIAN CITY HALL        |            | AP908 | 05/13/08 | 080513A | IDAPOW | 5  | 2008 | 4060 | 172.78      |
|      | OTH | MERIDIAN CITY HALL        |            | AP908 | 05/13/08 | 080513B | IDAPOW | 5  | 2008 | 4060 | 153.57      |
|      | OTH | MERIDIAN CITY HALL        |            | AP908 | 05/13/08 | 080513C | IDAPOW | 5  | 2008 | 4060 | 1,206.59    |
|      | OTH | MERIDIAN CITY HALL        |            | AP908 | 05/14/08 | 080514  | IDAPOW | 5  | 2008 | 4060 | 190.25      |
|      | OTH | 4798531205485917 P Child  |            | AP942 | 10/09/08 | 0810AA  | USBANK | 10 | 2008 | 4060 | 19.27       |
|      | OTH | MERIDIAN CITY HALL        |            | AP949 | 08/24/07 | 233638  | SAFWAY | 9  | 2007 | 4060 | 1,160.70    |
|      | OTH | #6486651673/Meridian Cty  |            | AP973 | 04/13/07 | 070413  | IDAPOW | 4  | 2007 | 4060 | 23.33       |
|      | OTH | MERIDIAN CITY HALL        |            | AP973 | 01/07/08 | 268622  | EDGCON | 1  | 2008 | 4060 | 888.28      |
|      | OTH | MERIDIAN CITY HALL        |            | AP973 | 01/09/08 | 269120  | EDGCON | 1  | 2008 | 4060 | 179.14      |
|      | OTH | MERIDIAN CITY HALL        |            | AP973 | 01/14/08 | 270215  | EDGCON | 1  | 2008 | 4060 | 773.80      |
|      | OTH | MERIDIAN CITY HALL        |            | AP973 | 01/14/08 | 080114A | IDAPOW | 1  | 2008 | 4060 | 138.24      |
|      | OTH | MERIDIAN CITY HALL        |            | AP973 | 01/14/08 | 080114B | IDAPOW | 1  | 2008 | 4060 | 90.01       |
|      | OTH | MERIDIAN CITY HALL        |            | AP973 | 01/08/08 | 080108A | INTMTN | 1  | 2008 | 4060 | 727.86      |
|      | OTH | 4856200208135502 Jon A.   |            | AP976 | 01/03/08 | 080103x | WFBUS  | 1  | 2008 | 4060 | 58.64       |
|      | OTH | MERIDIAN CITY HALL        |            | AP986 | 09/13/07 | 070913I | IDAPOW | 9  | 2007 | 4060 | 54.78       |
|      | OTH | MERIDIAN CITY HALL        |            | AP998 | 10/14/08 | 081013  | IDAPOW | 10 | 2008 | 4060 | 3,362.42    |
|      | OTH | ID. Power Refund          |            | JC535 | 09/24/08 | 84530   |        | 9  | 2008 | 4060 | -172.78     |
|      | OTH | MOVED FROM TELE INSTALL   |            | JC764 | 07/27/07 |         |        | 7  | 2007 | 4060 | 678.57      |

29,986.13

|      |     |                    |                 |       |          |         |        |   |      |      |          |
|------|-----|--------------------|-----------------|-------|----------|---------|--------|---|------|------|----------|
| COST | 01  | 550                | Temp Protection |       |          |         |        |   |      |      |          |
|      | OTH | MERIDIAN CITY HALL |                 | AP451 | 03/13/08 | 47443   | ARCBUI | 3 | 2008 | 4060 | 2,329.88 |
|      | OTH | MERIDIAN CITY HALL |                 | AP451 | 03/13/08 | 2750-3  | PACWES | 3 | 2008 | 4060 | 3,817.32 |
|      | OTH | MERIDIAN CITY HALL |                 | AP554 | 08/21/08 | 0003623 | NORCO  | 8 | 2008 | 4060 | 48.24    |
|      | OTH | MERIDIAN CITY HALL |                 | AP554 | 08/20/08 | 4227790 | NORCO  | 8 | 2008 | 4060 | 96.48    |
|      | OTH | MERIDIAN CITY HALL |                 | AP682 | 08/11/08 | 4431727 | NORCO  | 9 | 2008 | 4060 | 96.48    |
|      | OTH | MERIDIAN CITY HALL |                 | AP756 | 04/22/08 | 546892  | FRANKL | 4 | 2008 | 4060 | 502.12   |

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L----- | MTL/EQP | UNITS   | LAB/EQP | PERIOD |        |
|------|-------|------|-----|-------|-----------------|------|---------------|---------|---------|---------|--------|--------|
|      |       | CODE | ORD | #     | DATE            | NO   | CUST          | PERIOD  | ACCOUNT | CODE    | HOURS  | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |                 |             |         |        |    |      |      |  |  |        |
|------|-----|---------------------------|-----------------|-------------|---------|--------|----|------|------|--|--|--------|
| COST | 01  | 550                       | Temp Protection | (continued) |         |        |    |      |      |  |  |        |
|      | OTH | MERIDIAN CITY HALL        | AP778           | 09/08/08    | 2184760 | AMECON | 9  | 2008 | 4060 |  |  | 44.52  |
|      | OTH | MERIDIAN CITY HALL        | AP785           | 09/25/08    | 71123   | DESFO  | 9  | 2008 | 4060 |  |  | 224.40 |
|      | OTH | 4798531205483144 SCOTT T. | AP870           | 05/08/08    | 080508L | USBANK | 5  | 2008 | 4060 |  |  | 14.81  |
|      | OTH | MERIDIAN CITY HALL        | AP872           | 10/02/08    | 51961   | ARCBUI | 10 | 2008 | 4060 |  |  | 760.00 |
|      | OTH | MERIDIAN CITY HALL        | AP872           | 08/29/08    | 4506476 | NORCO  | 10 | 2008 | 4060 |  |  | 48.24  |
|      | OTH | MERIDIAN CITY HALL        | AP872           | 09/03/08    | 4522434 | NORCO  | 10 | 2008 | 4060 |  |  | 107.98 |
|      | OTH | MERIDIAN CITY HALL        | AP872           | 09/05/08    | 4530844 | NORCO  | 10 | 2008 | 4060 |  |  | 96.48  |
|      | OTH | MERIDIAN CITY HALL        | AP952           | 10/08/08    | 55536   | NAMFLO | 10 | 2008 | 4060 |  |  | 954.00 |
|      | OTH | MERIDIAN CITY HALL        | AP998           | 10/14/08    | 081014  | DESFO  | 10 | 2008 | 4060 |  |  | 112.20 |

9,253.15

|      |     |                         |            |          |         |        |   |      |      |  |  |        |
|------|-----|-------------------------|------------|----------|---------|--------|---|------|------|--|--|--------|
| COST | 01  | 552                     | Temp Water |          |         |        |   |      |      |  |  |        |
|      | OTH | MERIDIAN CITY HALL      | AP557      | 03/28/08 | 0307132 | BUSMEC | 4 | 2008 | 4060 |  |  | 384.96 |
|      | OTH | 4798531205486279 VAUGHN | AP721      | 09/10/08 | 0809XX  | USBANK | 9 | 2008 | 4060 |  |  | 94.55  |
|      | OTH | 4798531205486279 VAUGHN | AP721      | 09/10/08 | 0809XX  | USBANK | 9 | 2008 | 4060 |  |  | 123.54 |

603.05

|      |     |                           |         |          |        |        |    |      |      |  |  |         |
|------|-----|---------------------------|---------|----------|--------|--------|----|------|------|--|--|---------|
| COST | 01  | 556                       | Toilets |          |        |        |    |      |      |  |  |         |
|      | OTH | Meridian City Hall        | AP102   | 10/31/08 | 20066  | ABCSAN | 11 | 2008 | 4060 |  |  | 807.31  |
|      | OTH | MERIDIAN CITY HALL        | AP129   | 07/26/07 | 147124 | ABCSAN | 10 | 2007 | 4060 |  |  | -175.05 |
|      | EQP | Meridian City Hall-Jan    | AP140   | 12/29/06 | 134757 | ABCSAN | 1  | 2007 | 4020 |  |  | 118.00  |
|      | OTH | MERIDIAN CITY HALL        | AP156   | 06/13/08 | 14461  | ABCSAN | 6  | 2008 | 4060 |  |  | 793.09  |
|      | OTH | Meridian City Hall-May    | AP174   | 05/18/07 | 140949 | ABCSAN | 5  | 2007 | 4060 |  |  | 118.26  |
|      | OTH | MERIDIAN CITY HALL        | AP184   | 10/05/07 | 150739 | ABCSAN | 10 | 2007 | 4060 |  |  | 313.44  |
|      | OTH | MERIDIAN CITY HALL        | AP244   | 02/22/08 | 022208 | ABCSAN | 2  | 2008 | 4060 |  |  | 442.27  |
|      | OTH | MERIDIAN CITY HALL        | AP331   | 11/02/07 | 153178 | ABCSAN | 11 | 2007 | 4060 |  |  | 313.44  |
|      | OTH | MERIDIAN CITY HALL        | AP356   | 07/11/08 | 15527  | ABCSAN | 7  | 2008 | 4060 |  |  | 685.60  |
|      | EQP | Meridian City Hall-Feb    | AP370   | 01/26/07 | 135923 | ABCSAN | 2  | 2007 | 4020 |  |  | 118.26  |
|      | EQP | Meridian City Hall        | AP421   | 11/03/06 | 132113 | ABCSAN | 11 | 2006 | 4020 |  |  | 52.18   |
|      | EQP | Meridian City Hall-Feb    | AP487   | 02/23/07 | 137082 | ABCSAN | 2  | 2007 | 4020 |  |  | 118.26  |
|      | EQP | VOID INV-ABC Sanitation & | AP487   | 12/01/06 | 133487 | ABCSAN | 7  | 2007 | 4020 |  |  | -62.41  |
|      | OTH | MERIDIAN CITY HALL        | AP510   | 08/08/08 | 16835  | ABCSAN | 8  | 2008 | 4060 |  |  | 710.60  |
|      | OTH | MERIDIAN CITY HALL        | AP570   | 11/30/07 | 154329 | ABCSAN | 12 | 2007 | 4060 |  |  | 374.53  |
|      | OTH | MERIDIAN CITY HALL        | AP592   | 07/13/07 | 146677 | ABCSAN | 7  | 2007 | 4060 |  |  | 137.27  |
|      | OTH | MERIDIAN CITY HALL        | AP682   | 09/05/08 | 17825A | ABCSAN | 9  | 2008 | 4060 |  |  | 660.90  |
|      | OTH | Meridian City Hall        | AP690   | 02/19/07 | 134757 | ABCSAN | 3  | 2007 | 4060 |  |  | -119.09 |
|      | OTH | MERIDIAN CITY HALL        | AP746   | 03/21/08 | 11647  | ABCSAN | 4  | 2008 | 4060 |  |  | 446.94  |
|      | OTH | MERIDIAN CITY HALL        | AP746   | 04/18/08 | 12639  | ABCSAN | 4  | 2008 | 4060 |  |  | 783.28  |
|      | EQP | Meridian City Hall-Dec    | AP771   | 12/01/06 | 133487 | ABCSAN | 12 | 2006 | 4020 |  |  | 62.41   |
|      | OTH | MERIDIAN CITY HALL        | AP847   | 08/10/07 | 148093 | ABCSAN | 8  | 2007 | 4060 |  |  | 298.86  |
|      | OTH | MERIDIAN CITY HALL        | AP861   | 12/28/07 | 155387 | ABCSAN | 1  | 2008 | 4060 |  |  | 376.79  |
|      | EQP | Meridian City Hall-Apr    | AP907   | 03/23/07 | 138337 | ABCSAN | 4  | 2007 | 4020 |  |  | 118.26  |
|      | OTH | MERIDIAN CITY HALL        | AP922   | 05/16/08 | 13490  | ABCSAN | 5  | 2008 | 4060 |  |  | 835.81  |
|      | OTH | MERIDIAN CITY HALL        | AP949   | 09/07/07 | 149446 | ABCSAN | 9  | 2007 | 4060 |  |  | 313.44  |
|      | EQP | Meridian City Hall-Apr    | AP973   | 04/20/07 | 139596 | ABCSAN | 4  | 2007 | 4020 |  |  | 118.26  |

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Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16

Period Range: Job To-Date

## JOB COST DETAIL-BY LINE ITEM

(job history only)

Report Code: 28.81

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                         |         |             |          |        |        |   |      |      |  |  |        |
|------|-----|-------------------------|---------|-------------|----------|--------|--------|---|------|------|--|--|--------|
| COST | 01  | 556                     | Toilets |             |          |        |        |   |      |      |  |  |        |
|      |     |                         |         | (continued) |          |        |        |   |      |      |  |  |        |
|      | OTH | MERIDIAN CITY HALL      |         | AP995       | 01/25/08 | 156344 | ABCSAN | 1 | 2008 | 4060 |  |  | 376.79 |
|      | OTH | MOVED FROM 01 520 PLANS |         | JC736       | 06/30/07 | 25841  |        | 6 | 2007 | 4060 |  |  | 118.26 |

9,255.96

|      |     |                          |                 |       |          |         |        |   |      |      |  |  |          |
|------|-----|--------------------------|-----------------|-------|----------|---------|--------|---|------|------|--|--|----------|
| COST | 01  | 560                      | Traffic Control |       |          |         |        |   |      |      |  |  |          |
|      | OTH | Parking-Merid. City Hall |                 | AP122 | 02/11/08 | 080211  | BUIDAV | 2 | 2008 | 4060 |  |  | 1,000.00 |
|      | OTH | Parking-Merid. City Hall |                 | AP210 | 03/01/08 | A803101 | BUIDAV | 3 | 2008 | 4060 |  |  | 1,000.00 |
|      | OTH | Parking-Merid. City Hall |                 | AP478 | 04/01/08 | A804101 | BUIDAV | 4 | 2008 | 4060 |  |  | 1,000.00 |

3,000.00

|      |     |                          |                          |       |          |         |        |    |      |      |  |  |        |
|------|-----|--------------------------|--------------------------|-------|----------|---------|--------|----|------|------|--|--|--------|
| COST | 01  | 562                      | Temp. Fencing/Barricades |       |          |         |        |    |      |      |  |  |        |
|      | OTH | MERIDIAN CITY HALL       |                          | AP022 | 10/18/08 | 0089569 | SPECON | 10 | 2008 | 4060 |  |  | 446.34 |
|      | OTH | MERIDIAN CITY HALL       |                          | AP200 | 02/08/08 | 70503   | BOISTE | 2  | 2008 | 4060 |  |  | 286.00 |
|      | OTH | 4798531205486279 VAUGHN  |                          | AP358 | 07/09/08 | 0807XX  | USBANK | 7  | 2008 | 4060 |  |  | 125.95 |
|      | OTH | MERIDIAN CITY HALL       |                          | AP510 | 08/11/08 | 5899    | MERFEN | 8  | 2008 | 4060 |  |  | 799.45 |
|      | OTH | 4856200208520497 Wes     |                          | AP730 | 03/13/07 | 0703jj  | WFBUS  | 3  | 2007 | 4060 |  |  | 24.41  |
|      | OTH | MERIDIAN CITY HALL       |                          | AP849 | 04/22/08 | 44037A  | TATES  | 5  | 2008 | 4060 |  |  | 70.70  |
|      | OTH | MERIDIAN CITY HALL       |                          | AP920 | 04/25/08 | 0083184 | SPECON | 5  | 2008 | 4060 |  |  | 268.80 |
|      | OTH | 4856200208562317 John B. |                          | AP997 | 04/02/07 | 0704aa  | WFBUS  | 4  | 2007 | 4060 |  |  | 25.21  |

2,046.86

|      |     |                         |                   |       |          |         |        |   |      |      |  |  |           |
|------|-----|-------------------------|-------------------|-------|----------|---------|--------|---|------|------|--|--|-----------|
| COST | 01  | 630                     | Winter Conditions |       |          |         |        |   |      |      |  |  |           |
|      | OTH | Meridian City Hall      |                   | AP016 | 10/24/08 | 0039456 | HOBFA  | 3 | 2009 | 4060 |  |  | 2,803.80  |
|      | OTH | MERIDIAN CITY HALL      |                   | AP030 | 12/28/07 | 431158  | FRANKL | 1 | 2008 | 4060 |  |  | 1,036.51  |
|      | OTH | MERIDIAN CITY HALL      |                   | AP030 | 01/17/08 | 449211  | FRANKL | 1 | 2008 | 4060 |  |  | 1,188.94  |
|      | OTH | MERIDIAN CITY HALL      |                   | AP030 | 01/16/08 | 0256584 | UNIREN | 1 | 2008 | 4060 |  |  | 2,396.45  |
|      | OTH | MERIDIAN CITY HALL      |                   | AP045 | 05/29/08 | 10      | TMC    | 6 | 2008 | 4060 |  |  | 484.73    |
|      | OTH | MERIDIAN CITY HALL      |                   | AP045 | 04/23/08 | 6       | TMC    | 6 | 2008 | 4060 |  |  | 748.66    |
|      | OTH | MERIDIAN CITY HALL      |                   | AP045 | 05/22/08 | 9       | TMC    | 6 | 2008 | 4060 |  |  | 800.40    |
|      | OTH | MERIDIAN CITY HALL      |                   | AP047 | 12/26/07 | 23517a  | TATES  | 1 | 2008 | 4060 |  |  | 84.80     |
|      | OTH | MERIDIAN CITY HALL      |                   | AP069 | 06/06/08 | 080606  | INTMTN | 6 | 2008 | 4060 |  |  | 477.86    |
|      | OTH | MERIDIAN CITY HALL      |                   | AP108 | 01/25/08 | 2521351 | AMECON | 2 | 2008 | 4060 |  |  | 268.71    |
|      | OTH | MERIDIAN CITY HALL      |                   | AP120 | 01/15/08 | 01-7806 | BUSMEC | 2 | 2008 | 4060 |  |  | 1,761.03  |
|      | OTH | MERIDIAN CITY HALL      |                   | AP120 | 01/25/08 | 082501A | TMC    | 2 | 2008 | 4060 |  |  | 3,140.49  |
|      | OTH | VOID INV-United Rentals |                   | AP121 | 01/03/08 | 631121  | UNIREN | 2 | 2008 | 4060 |  |  | -2,516.45 |
|      | OTH | MERIDIAN CITY HALL      |                   | AP129 | 02/04/08 | 080204  | INTMTN | 2 | 2008 | 4060 |  |  | 6,711.06  |
|      | OTH | MERIDIAN CITY HALL      |                   | AP129 | 01/03/08 | 00422   | LANENT | 2 | 2008 | 4060 |  |  | 18,430.73 |
|      | OTH | MERIDIAN CITY HALL      |                   | AP130 | 01/31/08 | 121-002 | UNIREN | 2 | 2008 | 4060 |  |  | 2,396.45  |
|      | OTH | MERIDIAN CITY HALL      |                   | AP156 | 05/21/08 | 0038762 | HOBFA  | 6 | 2008 | 4060 |  |  | 1,150.00  |
|      | OTH | MERIDIAN CITY HALL      |                   | AP170 | 02/01/08 | 29623   | TATES  | 2 | 2008 | 4060 |  |  | 15.90     |
|      | OTH | MERIDIAN CITY HALL      |                   | AP170 | 02/04/08 | 29623A  | TATES  | 2 | 2008 | 4060 |  |  | 219.95    |
|      | OTH | MERIDIAN CITY HALL      |                   | AP170 | 02/04/08 | 29623B  | TATES  | 2 | 2008 | 4060 |  |  | 18.28     |
|      | OTH | MERIDIAN CITY HALL      |                   | AP170 | 01/25/08 | 30939   | TATES  | 2 | 2008 | 4060 |  |  | 254.32    |
|      | OTH | MERIDIAN CITY HALL      |                   | AP172 | 01/03/08 | 631121A | UNIREN | 2 | 2008 | 4060 |  |  | 2,516.45  |
|      | OTH | 4856200208135502 Jon A. |                   | AP196 | 02/01/08 | 080201x | WFBUS  | 2 | 2008 | 4060 |  |  | 38.12     |

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |                   |             |         |        |   |      |      |  |  |  |           |
|------|-----|---------------------------|-------------------|-------------|---------|--------|---|------|------|--|--|--|-----------|
| COST | 01  | 630                       | Winter Conditions | (continued) |         |        |   |      |      |  |  |  |           |
|      | OTH | MERIDIAN CITY HALL        | AP201             | 02/13/08    | 56584-3 | UNIREN | 2 | 2008 | 4060 |  |  |  | 2,396.45  |
|      | OTH | VOID INV-United Rentals   | AP202             | 02/13/08    | 56584-3 | UNIREN | 2 | 2008 | 4060 |  |  |  | -2,396.45 |
|      | OTH | MERIDIAN CITY HALL        | AP243             | 02/25/08    | 080225  | TMC    | 2 | 2008 | 4060 |  |  |  | 465.00    |
|      | OTH | MERIDIAN CITY HALL        | AP243             | 02/25/08    | 080225  | TMC    | 2 | 2008 | 4060 |  |  |  | 1,002.00  |
|      | OTH | MERIDIAN CITY HALL        | AP243             | 02/25/08    | 080225  | TMC    | 2 | 2008 | 4060 |  |  |  | 1,885.00  |
|      | OTH | MERIDIAN CITY HALL        | AP243             | 02/25/08    | 080225  | TMC    | 2 | 2008 | 4060 |  |  |  | 273.00    |
|      | OTH | MERIDIAN CITY HALL        | AP243             | 02/25/08    | 080225  | TMC    | 2 | 2008 | 4060 |  |  |  | 1,533.55  |
|      | OTH | MERIDIAN CITY HALL        | AP243             | 02/25/08    | 080225  | TMC    | 2 | 2008 | 4060 |  |  |  | 2,290.00  |
|      | OTH | MERIDIAN CITY HALL        | AP243             | 02/25/08    | 080225  | TMC    | 2 | 2008 | 4060 |  |  |  | 1,117.28  |
|      | OTH | MERIDIAN CITY HALL        | AP327             | 02/21/08    | 35029   | TATES  | 3 | 2008 | 4060 |  |  |  | 32.33     |
|      | OTH | MERIDIAN CITY HALL        | AP327             | 02/27/08    | 121-003 | UNIREN | 3 | 2008 | 4060 |  |  |  | 2,396.45  |
|      | OTH | MERIDIAN CITY HALL        | AP341             | 06/19/08    | 080619  | AMEWAL | 7 | 2008 | 4060 |  |  |  | 1,120.00  |
|      | OTH | MERIDIAN CITY HALL        | AP341             | 05/29/08    | CO-1    | WESROF | 7 | 2008 | 4060 |  |  |  | 1,750.00  |
|      | OTH | MERIDIAN CITY HALL        | AP341             | 05/29/08    | CO-2    | WESROF | 7 | 2008 | 4060 |  |  |  | 2,650.00  |
|      | OTH | MERIDIAN CITY HALL        | AP341             | 05/29/08    | CO-4    | WESROF | 7 | 2008 | 4060 |  |  |  | 1,459.00  |
|      | OTH | MERIDIAN CITY HALL        | AP363             | 03/05/08    | 11905   | CUSGLA | 3 | 2008 | 4060 |  |  |  | 2,200.00  |
|      | OTH | MERIDIAN CITY HALL        | AP363             | 02/29/08    | 0038380 | HOBFAH | 3 | 2008 | 4060 |  |  |  | 2,450.00  |
|      | OTH | MERIDIAN CITY HALL        | AP363             | 03/04/08    | 080304  | INTMTN | 3 | 2008 | 4060 |  |  |  | 9,495.09  |
|      | OTH | 4856200208135502 Jon A.   | AP445             | 03/01/08    | 080301x | WFBUS  | 3 | 2008 | 4060 |  |  |  | 20.67     |
|      | OTH | 4856200208135502 Jon A.   | AP445             | 03/01/08    | 080301x | WFBUS  | 3 | 2008 | 4060 |  |  |  | 63.16     |
|      | OTH | 1-3,6-7,9-14,17-18        | AP451             | 01/18/08    | DFA1    | AMEWAL | 3 | 2008 | 4060 |  |  |  | 7,104.30  |
|      | OTH | 19-27                     | AP451             | 02/18/08    | DFA2    | AMEWAL | 3 | 2008 | 4060 |  |  |  | 7,027.80  |
|      | OTH | MERIDIAN CITY HALL        | AP451             | 03/18/08    | 11950   | CUSGLA | 3 | 2008 | 4060 |  |  |  | 2,200.00  |
|      | OTH | MERIDIAN CITY HALL        | AP451             | 03/10/08    | 00431   | LANENT | 3 | 2008 | 4060 |  |  |  | 9,098.15  |
|      | OTH | MERIDIAN CITY HALL        | AP451             | 03/10/08    | 00432   | LANENT | 3 | 2008 | 4060 |  |  |  | 13,326.23 |
|      | OTH | MERIDIAN CITY HALL        | AP451             | 03/13/08    | 2750-3  | PACWES | 3 | 2008 | 4060 |  |  |  | 1,800.00  |
|      | OTH | 1 - 2                     | AP451             | 03/13/08    | AWA     | PACWES | 3 | 2008 | 4060 |  |  |  | 1,125.00  |
|      | OTH | MERIDIAN CITY HALL        | AP464             | 03/25/08    | 080325  | TMC    | 3 | 2008 | 4060 |  |  |  | 297.00    |
|      | OTH | MERIDIAN CITY HALL        | AP464             | 03/25/08    | 080325  | TMC    | 3 | 2008 | 4060 |  |  |  | 126.00    |
|      | OTH | MERIDIAN CITY HALL        | AP464             | 03/25/08    | 080325  | TMC    | 3 | 2008 | 4060 |  |  |  | 84.00     |
|      | OTH | MERIDIAN CITY HALL        | AP464             | 03/25/08    | 080325  | TMC    | 3 | 2008 | 4060 |  |  |  | 105.00    |
|      | OTH | MERIDIAN CITY HALL        | AP464             | 03/25/08    | 080325  | TMC    | 3 | 2008 | 4060 |  |  |  | 368.62    |
|      | OTH | MERIDIAN CITY HALL        | AP464             | 03/25/08    | 080325  | TMC    | 3 | 2008 | 4060 |  |  |  | 1,554.00  |
|      | OTH | MERIDIAN CITY HALL        | AP464             | 03/25/08    | 080325  | TMC    | 3 | 2008 | 4060 |  |  |  | 380.19    |
|      | OTH | MERIDIAN CITY HALL        | AP467             | 03/26/08    | 128     | DAVCON | 3 | 2008 | 4060 |  |  |  | 920.00    |
|      | OTH | MERIDIAN CITY HALL        | AP487             | 03/18/08    | 083041  | CENLEA | 3 | 2008 | 4060 |  |  |  | 500.00    |
|      | OTH | MERIDIAN CITY HALL        | AP487             | 03/18/08    | 083042  | CENLEA | 3 | 2008 | 4060 |  |  |  | 1,175.00  |
|      | OTH | 4798531205483144 Scott    | AP496             | 03/11/08    | 0803111 | USBANK | 3 | 2008 | 4060 |  |  |  | 244.48    |
|      | OTH | 4798531205486253 Jon A    | AP496             | 03/11/08    | 080311x | USBANK | 3 | 2008 | 4060 |  |  |  | 164.98    |
|      | OTH | MERIDIAN CITY HALL        | AP511             | 08/21/08    | 080821  | INTMTN | 8 | 2008 | 4060 |  |  |  | 15.77     |
|      | OTH | VOID INV-Centurion Leasin | AP512             | 03/18/08    | 083041  | CENLEA | 3 | 2008 | 4060 |  |  |  | -500.00   |
|      | OTH | VOID INV-Centurion Leasin | AP512             | 03/18/08    | 083042  | CENLEA | 3 | 2008 | 4060 |  |  |  | -1,175.00 |
|      | OTH | MERIDIAN CITY HALL        | AP513             | 03/18/08    | 083041  | SIDWAL | 3 | 2008 | 4060 |  |  |  | 500.00    |
|      | OTH | MERIDIAN CITY HALL        | AP513             | 03/18/08    | 083042  | SIDWAL | 3 | 2008 | 4060 |  |  |  | 1,175.00  |
|      | OTH | MERIDIAN CITY HALL        | AP520             | 03/31/08    | 434     | MJBACK | 3 | 2008 | 4060 |  |  |  | 842.00    |

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(job history only)

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |                   |             |         |         |              |  |  |       |            |
|------|-----|---------------------------|-------------------|-------------|---------|---------|--------------|--|--|-------|------------|
| COST | 01  | 630                       | Winter Conditions | (continued) |         |         |              |  |  |       |            |
|      | OTH | MERIDIAN CITY HALL        | AP557             | 03/25/08    | 2522757 | AMECON  | 4 2008 4060  |  |  |       | 212.00     |
|      | OTH | MERIDIAN CITY HALL        | AP557             | 03/27/08    | 1       | TMC     | 4 2008 4060  |  |  |       | 1,528.35   |
|      | OTH | MERIDIAN CITY HALL        | AP557             | 04/02/08    | 2       | TMC     | 4 2008 4060  |  |  |       | 1,878.53   |
|      | OTH | 4798531205486279 Jack     | AP588             | 01/09/09    | 0901yy  | USBANK  | 1 2009 4060  |  |  |       | 166.83     |
|      | OTH | MERIDIAN CITY HALL        | AP613             | 04/07/08    | 080407  | INTMTN  | 4 2008 4060  |  |  |       | 6,138.89   |
|      | OTH | MERIDIAN CITY HALL        | AP613             | 04/07/08    | 080407A | INTMTN  | 4 2008 4060  |  |  |       | 1,436.84   |
|      | OTH | MERIDIAN CITY HALL        | AP613             | 04/09/08    | 3       | TMC     | 4 2008 4060  |  |  |       | 1,474.88   |
|      | OTH | MERIDIAN CITY HALL        | AP706             | 04/16/08    | 4       | TMC     | 4 2008 4060  |  |  |       | 898.73     |
|      | OTH | MERIDIAN CITY HALL        | AP714             | 12/12/07    | 2520433 | AMECON  | 12 2007 4060 |  |  |       | 200.34     |
|      | OTH | MERIDIAN CITY HALL        | AP714             | 12/11/07    | 20000   | TATES   | 12 2007 4060 |  |  |       | 122.52     |
|      | OTH | MERIDIAN CITY HALL        | AP721             | 12/19/07    | 256584  | UNIREN  | 12 2007 4060 |  |  |       | 2,516.45   |
|      | OTH | MERIDIAN CITY HALL        | AP722             | 12/14/07    | 419396  | FRABUR  | 12 2007 4060 |  |  |       | 1,089.85   |
|      | OTH | MERIDIAN CITY HALL        | AP722             | 12/18/07    | 422476  | FRABUR  | 12 2007 4060 |  |  |       | 957.85     |
|      | OTH | MERIDIAN CITY HALL        | AP759             | 04/23/08    | 5       | TMC     | 4 2008 4060  |  |  |       | 1,112.63   |
|      | OTH | MERIDIAN CITY HALL        | AP856             | 05/07/08    | 080507A | INTMTN  | 5 2008 4060  |  |  |       | 3,725.99   |
|      | OTH | MERIDIAN CITY HALL        | AP861             | 12/27/07    | 2520755 | AMECON  | 1 2008 4060  |  |  |       | 100.17     |
|      | OTH | MERIDIAN CITY HALL        | AP861             | 12/14/07    | 419396  | FRANKL  | 1 2008 4060  |  |  |       | 1,089.85   |
|      | OTH | MERIDIAN CITY HALL        | AP861             | 12/18/07    | 422476  | FRANKL  | 1 2008 4060  |  |  |       | 957.85     |
|      | OTH | MERIDIAN CITY HALL        | AP861             | 12/31/07    | 0158005 | TEMAIR  | 1 2008 4060  |  |  |       | 7,404.00   |
|      | OTH | MERIDIAN CITY HALL        | AP879             | 02/13/08    | 584-003 | UNIREN  | 5 2008 4060  |  |  |       | 2,396.45   |
|      | OTH | MERIDIAN CITY HALL        | AP882             | 04/20/08    | 07132.1 | BUSMEC  | 5 2008 4060  |  |  |       | 165.60     |
|      | OTH | MERIDIAN CITY HALL        | AP908             | 05/01/08    | 080501  | AMEWAL  | 5 2008 4060  |  |  |       | 330.00     |
|      | OTH | MERIDIAN CITY HALL        | AP908             | 05/07/08    | 7       | TMC     | 5 2008 4060  |  |  |       | 1,071.23   |
|      | OTH | MERIDIAN CITY HALL        | AP908             | 05/07/08    | 8       | TMC     | 5 2008 4060  |  |  |       | 1,138.50   |
|      | OTH | VOID INV-Franklin Buildin | AP951             | 12/14/07    | 419396  | FRANKL  | 1 2008 4060  |  |  |       | -1,089.85  |
|      | OTH | VOID INV-Franklin Buildin | AP951             | 12/18/07    | 422476  | FRANKL  | 1 2008 4060  |  |  |       | -957.85    |
|      | OTH | MERIDIAN CITY HALL        | AP973             | 01/07/08    | 0107132 | BUSMEC  | 1 2008 4060  |  |  |       | 1,663.00   |
|      | OTH | MERIDIAN CITY HALL        | AP973             | 12/31/07    | 0038143 | HOBFBAB | 1 2008 4060  |  |  |       | 900.00     |
|      | OTH | MERIDIAN CITY HALL        | AP973             | 01/03/08    | 23517   | TATES   | 1 2008 4060  |  |  |       | 254.32     |
|      | OTH | MERIDIAN CITY HALL        | AP973             | 01/03/08    | 631121  | UNIREN  | 1 2008 4060  |  |  |       | 2,516.45   |
|      | OTH | 4856200208135502 Jon A.   | AP976             | 01/03/08    | 080103x | WFBUS   | 1 2008 4060  |  |  |       | 124.02     |
|      | OTH | MERIDIAN CITY HALL        | AP978             | 01/08/08    | 080103  | INTMTN  | 1 2008 4060  |  |  |       | 727.86     |
|      | OTH | MERIDIAN CITY HALL        | AP995             | 01/16/08    | 2521147 | AMECON  | 1 2008 4060  |  |  |       | 169.60     |
|      | OTH | MERIDIAN CITY HALL        | AP995             | 01/17/08    | 2750-1  | PACWES  | 1 2008 4060  |  |  |       | 5,200.00   |
|      | OTH | US Bank                   | JC786             | 01/30/09    | 0901yy  |         | 1 2009 4060  |  |  |       | -166.83    |
|      | LAB | P/R PE 01/03/09           | JC786             | 01/30/09    |         |         | 1 2009 4030  |  |  | -1.00 | -22.51     |
|      | BRD | P/R PE 01/03/09           | JC786             | 01/30/09    |         |         | 1 2009 4040  |  |  |       | -5.80      |
|      | LAB | P/R PE 01/03/09           | PR175             | 01/03/09    |         |         | 1 2009 4030  |  |  | 1.00  | 22.51      |
|      | BRD | P/R PE 01/03/09           | PR175             | 01/03/09    |         |         | 1 2009 4040  |  |  |       | 5.80       |
|      |     |                           |                   |             |         |         |              |  |  |       | -----      |
|      |     |                           |                   |             |         |         |              |  |  |       | 172,543.29 |

|      |     |                       |                  |          |        |        |              |  |  |  |        |
|------|-----|-----------------------|------------------|----------|--------|--------|--------------|--|--|--|--------|
| COST | 01  | 700                   | Closeout Package |          |        |        |              |  |  |  |        |
|      | OTH | 4798531205486279 Jack | AP325            | 12/01/08 | 0812yy | USBANK | 12 2008 4060 |  |  |  | 194.97 |
|      | OTH | 4798531205486279 Jack | AP325            | 12/01/08 | 0812yy | USBANK | 12 2008 4060 |  |  |  | 21.18  |
|      | OTH | 4798531205486279 Jack | AP588            | 01/09/09 | 0901yy | USBANK | 1 2009 4060  |  |  |  | 78.39  |

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## JOB COST DETAIL-BY LINE ITEM

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| TYPE                                          | PHASE | COST                     | CHG | JOURN                        | ---REFERENCE---  | VEND   | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD         |
|-----------------------------------------------|-------|--------------------------|-----|------------------------------|------------------|--------|----------------|---------|-------|---------|----------------|
|                                               |       | CODE                     | ORD | #                            | DATE NO          | CUST   | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT         |
| Job No: 060675 Meridian City Hall (continued) |       |                          |     |                              |                  |        |                |         |       |         |                |
| COST                                          | 01    | 700                      |     | Closeout Package (continued) |                  |        |                |         |       |         |                |
|                                               | OTH   | US Bank                  |     | JC786                        | 01/30/09 0901yy  |        | 1 2009 4060    |         |       |         | -78.39         |
|                                               |       |                          |     |                              |                  |        |                |         |       |         | 216.15         |
| COST                                          | 01    | 710                      |     | Punch List                   |                  |        |                |         |       |         |                |
|                                               | OTH   | Meridian City Hall       |     | AP016                        | 03/30/09 090330  | SEALCO | 3 2009 4060    |         |       |         | 125.00         |
|                                               | OTH   | Meridian City Hall       |     | AP070                        | 03/24/09 090324  | IDACUS | 4 2009 4060    |         |       |         | 545.00         |
|                                               | OTH   | Meridian City Hall       |     | AP148                        | 03/03/09 3536    | COMPAI | 4 2009 4060    |         |       |         | 1,483.50       |
|                                               | OTH   | Meridian City Hall       |     | AP289                        | 02/24/09 02-8572 | BUSMEC | 5 2009 4060    |         |       |         | 636.85         |
|                                               | OTH   | Meridian City Hall       |     | AP316                        | 05/21/09 090521  | SEALCO | 5 2009 4060    |         |       |         | 115.00         |
|                                               | OTH   | Correct IDACUS           |     | JC951                        | 04/30/09         |        | 4 2009 4060    |         |       |         | -545.00        |
|                                               | LAB   | P/R PE 09/27/08          |     | PR142                        | 09/27/08         |        | 10 2008 4030   |         |       | 16.00   | 266.24         |
|                                               | BRD   | P/R PE 09/27/08          |     | PR142                        | 09/27/08         |        | 10 2008 4040   |         |       |         | 61.59          |
|                                               |       |                          |     |                              |                  |        |                |         |       |         | 16.00 2,688.18 |
| COST                                          | 01    | 800                      |     | Equipment Maintenance        |                  |        |                |         |       |         |                |
|                                               | LAB   | P/R PE 10/13/07          |     | PR046                        | 10/13/07         |        | 10 2007 4030   |         |       | 2.50    | 36.25          |
|                                               | BRD   | P/R PE 10/13/07          |     | PR046                        | 10/13/07         |        | 10 2007 4040   |         |       |         | 9.15           |
|                                               |       |                          |     |                              |                  |        |                |         |       |         | 2.50 45.40     |
| COST                                          | 01    | 890                      |     | Warranty                     |                  |        |                |         |       |         |                |
|                                               | OTH   | 4798531205483094 WHITE D |     | AP975                        | 10/09/08 0810FF  | USBANK | 10 2008 4060   |         |       |         | 10.57          |
|                                               | LAB   | frm 03-3800              |     | JC536                        | 09/24/08 ma      |        | 9 2008 4030    |         |       | 3.50    | 58.24          |
|                                               | LAB   | frm 03-3800              |     | JC536                        | 09/24/08 ma      |        | 9 2008 4030    |         |       |         | 13.66          |
|                                               | LAB   | s/b 01-180               |     | JC537                        | 09/24/08 ma      |        | 9 2008 4030    |         |       | -23.00  | -299.00        |
|                                               | BRD   | s/b 01-180               |     | JC537                        | 09/24/08 ma      |        | 9 2008 4040    |         |       |         | -64.79         |
|                                               | LAB   | s/b 01-180               |     | JC537                        | 09/24/08 ma      |        | 9 2008 4030    |         |       | -6.50   | -108.16        |
|                                               | BRD   | s/b 01-180               |     | JC537                        | 09/24/08 ma      |        | 9 2008 4040    |         |       |         | -25.34         |
|                                               | LAB   | s/b 4040                 |     | JC538                        | 09/24/08 ma      |        | 9 2008 4030    |         |       |         | -13.66         |
|                                               | BRD   | frm 4030                 |     | JC538                        | 09/24/08 ma      |        | 9 2008 4040    |         |       |         | 13.66          |
|                                               | LAB   | frm 01-180               |     | JC539                        | 09/24/08 ma      |        | 9 2008 4030    |         |       | 6.50    | 108.16         |
|                                               | BRD   | frm 01-180               |     | JC539                        | 09/24/08 ma      |        | 9 2008 4040    |         |       |         | 25.34          |
|                                               | LAB   | MOVED TO 01-110          |     | JC551                        | 09/24/08 CSC     |        | 9 2008 4030    |         |       | -3.50   | -58.24         |
|                                               | LAB   | MOVED TO 01-110          |     | JC551                        | 09/24/08 CSC     |        | 9 2008 4030    |         |       |         | -13.66         |
|                                               | LAB   | MOVED TO 01-110          |     | JC551                        | 09/24/08 CSC     |        | 9 2008 4030    |         |       | -6.50   | -108.16        |
|                                               | BRD   | MOVED TO 01-110          |     | JC551                        | 09/24/08 CSC     |        | 9 2008 4040    |         |       |         | -25.34         |
|                                               | OTH   | CCS Refund               |     | JC802                        | 02/05/09 55824   |        | 2 2009 4060    |         |       |         | -456.20        |
|                                               | LAB   | P/R PE 08/30/08          |     | PR135                        | 08/30/08         |        | 9 2008 4030    |         |       | 23.00   | 299.00         |
|                                               | BRD   | P/R PE 08/30/08          |     | PR135                        | 08/30/08         |        | 9 2008 4040    |         |       |         | 64.79          |
|                                               | LAB   | P/R PE 09/20/08          |     | PR140                        | 09/20/08         |        | 9 2008 4030    |         |       | 6.50    | 108.16         |
|                                               | BRD   | P/R PE 09/20/08          |     | PR140                        | 09/20/08         |        | 9 2008 4040    |         |       |         | 25.34          |
|                                               |       |                          |     |                              |                  |        |                |         |       |         | -445.63        |
| COST                                          | 01    | 930                      |     | Job Conditions               |                  |        |                |         |       |         |                |
|                                               | OTH   | AM Steel 1199.47 @ 6%    |     | AP011                        | 10/29/08 81029   | IDTAX  | 10 2008 4060   |         |       |         | 71.97          |
|                                               | OTH   | MERIDIAN CITY HALL       |     | AP022                        | 10/28/08 82834   | AMESTE | 10 2008 4060   |         |       |         | 1,199.47       |

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| TYPE | PHASE | COST | CHG | JOURN | ---  | REFERENCE--- | VEND | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|------|--------------|------|--------|----------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE | NO           | CUST | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

|      |     |                           |  |                |          |             |        |   |      |      |  |  |          |
|------|-----|---------------------------|--|----------------|----------|-------------|--------|---|------|------|--|--|----------|
| COST | 01  | 930                       |  | Job Conditions |          | (continued) |        |   |      |      |  |  |          |
|      | OTH | MERIDIAN CITY HALL        |  | AP045          | 05/30/08 | 0038827     | HOBFA  | 6 | 2008 | 4060 |  |  | 324.36   |
|      | OTH | MERIDIAN CITY HALL        |  | AP045          | 04/07/08 | 080407A     | RULSTE | 6 | 2008 | 4060 |  |  | 289.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP045          | 05/29/08 | 74132       | TATES  | 6 | 2008 | 4060 |  |  | 39.01    |
|      | OTH | Meridian City Hall        |  | AP099          | 12/10/08 | 69615       | ACOSUP | 4 | 2009 | 4060 |  |  | 32.33    |
|      | OTH | MCH                       |  | AP288          | 06/27/08 | 328119      | ACORE  | 7 | 2008 | 4060 |  |  | 250.00   |
|      | OTH | Meridian City Hall        |  | AP289          | 04/30/09 | 29451       | SUNLAN | 5 | 2009 | 4060 |  |  | 395.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP341          | 06/19/08 | 080619      | AMEWAL | 7 | 2008 | 4060 |  |  | 350.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP341          | 05/29/08 | CO-5        | WESROF | 7 | 2008 | 4060 |  |  | 5,842.00 |
|      | OTH | MERIDIAN CITY HALL        |  | AP356          | 07/08/08 | 9411        | AMSONS | 7 | 2008 | 4060 |  |  | 250.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP356          | 07/15/08 | 12134       | CUSGLA | 7 | 2008 | 4060 |  |  | 1,753.78 |
|      | OTH | MERIDIAN CITY HALL        |  | AP413          | 07/29/08 | 1220        | STARCO | 7 | 2008 | 4060 |  |  | 2,371.55 |
|      | OTH | 28-30                     |  | AP454          | 02/18/08 | DFA3        | AMEWAL | 3 | 2008 | 4060 |  |  | 1,249.50 |
|      | OTH | MERIDIAN CITY HALL        |  | AP454          | 02/19/08 | 080219      | PACWES | 3 | 2008 | 4060 |  |  | 4,537.50 |
|      | OTH | MERIDIAN CITY HALL        |  | AP454          | 03/13/08 | 080313      | PACWES | 3 | 2008 | 4060 |  |  | 412.50   |
|      | OTH | MCH                       |  | AP464          | 07/29/08 | 2526655     | AMECON | 8 | 2008 | 4060 |  |  | 183.78   |
|      | OTH | MERIDIAN CITY HALL        |  | AP487          | 08/24/07 | 078047      | CENLEA | 3 | 2008 | 4060 |  |  | 445.26   |
|      | OTH | MERIDIAN CITY HALL        |  | AP487          | 12/21/07 | 0712126     | SIDWAL | 3 | 2008 | 4060 |  |  | 1,050.00 |
|      | OTH | MERIDIAN CITY HALL        |  | AP510          | 08/13/08 | 08-668      | ACDS   | 8 | 2008 | 4060 |  |  | 195.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP510          | 08/07/08 | 080807A     | INTMTN | 8 | 2008 | 4060 |  |  | 640.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP511          | 07/29/08 | 08-599      | ACDS   | 8 | 2008 | 4060 |  |  | 525.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP511          | 03/31/08 | 07132X      | BUSMEC | 8 | 2008 | 4060 |  |  | 900.00   |
|      | OTH | VOID INV-Centurion Leasin |  | AP512          | 08/24/07 | 078047      | CENLEA | 3 | 2008 | 4060 |  |  | -445.26  |
|      | OTH | MERIDIAN CITY HALL        |  | AP513          | 08/24/07 | 078047      | SIDWAL | 3 | 2008 | 4060 |  |  | 445.26   |
|      | OTH | MERIDIAN CITY HALL        |  | AP520          | 03/31/08 | 433         | MJBACK | 3 | 2008 | 4060 |  |  | 771.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP554          | 08/21/08 | 08-684      | ACDS   | 8 | 2008 | 4060 |  |  | 425.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP554          | 08/21/08 | 08-687      | ACDS   | 8 | 2008 | 4060 |  |  | 465.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP554          | 08/25/08 | 080825      | AXPLUS | 8 | 2008 | 4060 |  |  | 3,678.00 |
|      | OTH | MERIDIAN CITY HALL        |  | AP554          | 08/25/08 | 080825A     | AXPLUS | 8 | 2008 | 4060 |  |  | 6,820.00 |
|      | OTH | MERIDIAN CITY HALL        |  | AP554          | 08/21/08 | 080821      | HOLTRE | 8 | 2008 | 4060 |  |  | 500.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP554          | 08/25/08 | MERCY       | SEALCO | 8 | 2008 | 4060 |  |  | 788.50   |
|      | OTH | MERIDIAN CITY HALL        |  | AP558          | 08/19/08 | 328783      | ACORE  | 8 | 2008 | 4060 |  |  | 150.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP559          | 08/21/08 | DFA8        | AMEWAL | 8 | 2008 | 4060 |  |  | 140.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP559          | 08/21/08 | DFA8        | AMEWAL | 8 | 2008 | 4060 |  |  | 140.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP559          | 08/21/08 | DFA8        | AMEWAL | 8 | 2008 | 4060 |  |  | 550.62   |
|      | OTH | MERIDIAN CITY HALL        |  | AP681          | 09/15/08 | 081509      | QWEST  | 9 | 2008 | 4060 |  |  | 3,743.87 |
|      | OTH | MERIDIAN CITY HALL        |  | AP682          | 08/08/08 | 321107      | JIMAPP | 9 | 2008 | 4060 |  |  | 1,555.02 |
|      | OTH | MERIDIAN CITY HALL        |  | AP728          | 08/26/08 | 8131        | BOISME | 9 | 2008 | 4060 |  |  | 705.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP728          | 09/10/08 | 2028-2      | CRAWDO | 9 | 2008 | 4060 |  |  | 130.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP882          | 04/29/08 | 07132.2     | BUSMEC | 5 | 2008 | 4060 |  |  | 1,269.60 |
|      | OTH | MERIDIAN CITY HALL        |  | AP908          | 05/01/08 | 080501      | AMEWAL | 5 | 2008 | 4060 |  |  | 396.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP908          | 05/01/08 | 080501      | AMEWAL | 5 | 2008 | 4060 |  |  | 567.00   |
|      | OTH | MERIDIAN CITY HALL        |  | AP908          | 03/25/08 | 080325      | PACWES | 5 | 2008 | 4060 |  |  | 187.50   |
|      | OTH | MERIDIAN CITY HALL        |  | AP908          | 04/15/08 | 080415      | PACWES | 5 | 2008 | 4060 |  |  | 1,350.00 |
|      | OTH | MERIDIAN CITY HALL        |  | AP908          | 04/07/08 | 080407      | RULSTE | 5 | 2008 | 4060 |  |  | 1,847.00 |
|      | OTH | MERIDIAN CITY HALL        |  | AP908          | 04/28/08 | 58820       | TATES  | 5 | 2008 | 4060 |  |  | 81.09    |

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| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L-----  | MTL/EQP | UNITS | LAB/EQP | PERIOD |
|------|-------|------|-----|-------|-----------------|------|----------------|---------|-------|---------|--------|
|      |       | CODE | ORD | #     | DATE NO         | CUST | PERIOD ACCOUNT | CODE    |       | HOURS   | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

COST 01 930 Job Conditions (continued)

|     |                           |       |          |        |        |    |      |      |  |  |           |
|-----|---------------------------|-------|----------|--------|--------|----|------|------|--|--|-----------|
| OTH | MERIDIAN CITY HALL        | AP920 | 03/11/08 | 080311 | PACWES | 5  | 2008 | 4060 |  |  | 825.00    |
| OTH | MERIDIAN CITY HALL        | AP952 | 10/14/08 | 573    | MJBACK | 10 | 2008 | 4060 |  |  | 4,390.98  |
| OTH | VOID INV-MJ's Backhoe & E | AP994 | 10/14/08 | 573    | MJBACK | 10 | 2008 | 4060 |  |  | -4,390.98 |
| OTH | MERIDIAN CITY HALL        | AP998 | 10/17/08 | 573CI  | MJBACK | 10 | 2008 | 4060 |  |  | 6,684.60  |

57,076.81

COST 01 940 Permits

|     |                       |       |          |        |        |    |      |      |  |  |       |
|-----|-----------------------|-------|----------|--------|--------|----|------|------|--|--|-------|
| OTH | 4798531205486279 Jack | AP182 | 11/01/08 | 0811yy | USBANK | 11 | 2008 | 4060 |  |  | 75.00 |
|-----|-----------------------|-------|----------|--------|--------|----|------|------|--|--|-------|

75.00

COST 01 950 Liability Insurance

|     |                           |       |          |  |       |    |      |      |  |  |        |
|-----|---------------------------|-------|----------|--|-------|----|------|------|--|--|--------|
| OTH | May Umbrella Liability In | JC368 | 05/31/08 |  |       | 5  | 2008 | 4060 |  |  | 82.00  |
| OTH | June Liability Insurance  | JC421 | 07/15/08 |  |       | 7  | 2008 | 4060 |  |  | 100.00 |
| OTH | June Umbrella Liab Ins    | JC421 | 07/15/08 |  |       | 7  | 2008 | 4060 |  |  | 73.00  |
| OTH | Sept Liability insurance  | JC588 | 10/24/08 |  |       | 10 | 2008 | 4060 |  |  | 138.00 |
| OTH | Umbrella Insur Allocation | JC589 | 10/24/08 |  |       | 10 | 2008 | 4060 |  |  | 101.00 |
| SUB | Dec 2008 Umbrella Insur   | JC780 | 01/26/09 |  | PETRA | 1  | 2009 | 4010 |  |  | 28.00  |
| OTH | Dec Liability Insurance   | JC781 | 01/26/09 |  |       | 1  | 2009 | 4060 |  |  | 28.00  |
| OTH | Umbrella Insur Alloc      | JC826 | 02/19/09 |  |       | 2  | 2009 | 4060 |  |  | 13.00  |

563.00

COST 02 200 Earthwork

|     |                           |       |          |         |        |    |      |      |  |  |         |
|-----|---------------------------|-------|----------|---------|--------|----|------|------|--|--|---------|
| SUB | Meridian City Hall-Dec    | AP771 | 11/10/06 | 061110  | JIMRUS | 12 | 2006 | 4010 |  |  | 140.00  |
| SUB | VOID INV-Jim Russell Exca | AP796 | 11/10/06 | 061110  | JIMRUS | 12 | 2006 | 4010 |  |  | -140.00 |
| MTL | Meridian Cty Hall-Apr     | AP973 | 04/11/07 | 2512033 | AMECON | 4  | 2007 | 4050 |  |  | 81.20   |
| EQP | Meridian Cty Hall-Apr     | AP973 | 04/12/07 | 1517483 | TATES  | 4  | 2007 | 4020 |  |  | 23.64   |
| EQP | Meridian Cty Hall-Apr     | AP975 | 04/13/07 | 1518166 | TATES  | 4  | 2007 | 4020 |  |  | -5.00   |

99.84

COST 02 830 Fencing / Gates

|     |                    |       |          |        |       |   |      |      |  |  |        |
|-----|--------------------|-------|----------|--------|-------|---|------|------|--|--|--------|
| OTH | MERIDIAN CITY HALL | AP491 | 06/29/07 | 323444 | ACORE | 7 | 2007 | 4060 |  |  | 250.00 |
|-----|--------------------|-------|----------|--------|-------|---|------|------|--|--|--------|

250.00

COST 03 0100 Concrete Supervision

|     |                 |       |          |  |  |   |      |      |  |      |       |
|-----|-----------------|-------|----------|--|--|---|------|------|--|------|-------|
| LAB | P/R PE 07/21/07 | PR014 | 07/21/07 |  |  | 7 | 2007 | 4030 |  | 2.50 | 36.25 |
| BRD | P/R PE 07/21/07 | PR014 | 07/21/07 |  |  | 7 | 2007 | 4040 |  |      | 11.33 |

2.50 47.58

COST 03 0300 Concrete Materials

|     |                    |       |          |        |       |    |      |      |  |  |        |
|-----|--------------------|-------|----------|--------|-------|----|------|------|--|--|--------|
| OTH | MERIDIAN CITY HALL | AP528 | 11/27/07 | 325820 | ACORE | 12 | 2007 | 4060 |  |  | 560.00 |
|-----|--------------------|-------|----------|--------|-------|----|------|------|--|--|--------|

560.00

COST 03 0420 Concrete Superindendent

|     |                 |       |          |  |  |   |      |      |  |      |        |
|-----|-----------------|-------|----------|--|--|---|------|------|--|------|--------|
| LAB | P/R PE 08/30/08 | PR135 | 08/30/08 |  |  | 9 | 2008 | 4030 |  | 4.00 | 117.70 |
| BRD | P/R PE 08/30/08 | PR135 | 08/30/08 |  |  | 9 | 2008 | 4040 |  |      | 23.55  |

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| TYPE                                          | PHASE                        | COST    | CHG                                 | JOURN    | ---      | REFERENCE--- | VEND   | -----  | G/L----- | MTL/EQP | UNITS | LAB/EQP | PERIOD  |
|-----------------------------------------------|------------------------------|---------|-------------------------------------|----------|----------|--------------|--------|--------|----------|---------|-------|---------|---------|
|                                               |                              | CODE    | ORD                                 | #        | DATE     | NO           | CUST   | PERIOD | ACCOUNT  | CODE    |       | HOURS   | AMOUNT  |
| Job No: 060675 Meridian City Hall (continued) |                              |         |                                     |          |          |              |        |        |          |         |       |         |         |
| COST                                          | 03                           | 0420    | Concrete Superintendent (continued) |          |          |              |        |        |          |         |       |         |         |
|                                               |                              |         |                                     |          |          |              |        |        |          |         |       | 4.00    | 141.25  |
| COST                                          | 03                           | 0425    | Concrete Auto Expense               |          |          |              |        |        |          |         |       |         |         |
| OTH                                           | VEHICLE                      | USAGE   | BLANCAS J                           | AP721    | 09/05/08 | 0809S        | CENLEA | 9      | 2008     | 4060    |       |         | 34.00   |
| EQP                                           | Vehicle Usage-J              | Blancas | AP977                               | 10/25/08 | 0810S    |              | CENLEA | 10     | 2008     | 4020    |       |         | 104.00  |
|                                               |                              |         |                                     |          |          |              |        |        |          |         |       |         | 138.00  |
| COST                                          | 03                           | 0543    | Concrete - Cellular Phone           |          |          |              |        |        |          |         |       |         |         |
| OTH                                           | Wire Cards, Anderson, Fran   | AP182   | 02/08/08                            | 6597530  | VERWIR   | 2            | 2008   | 4060   |          |         |       |         | 60.78   |
| OTH                                           | Franks, Anderson, White, Bro | AP391   | 03/01/08                            | 5264356  | VERWIR   | 3            | 2008   | 4060   |          |         |       |         | 60.78   |
| OTH                                           | DAVID KELLER                 | AP729   | 09/22/08                            | 0809AA   | NEXTEL   | 9            | 2008   | 4060   |          |         |       |         | 3.45    |
| OTH                                           | JAIME BLANCAS                | AP729   | 09/22/08                            | 0809DD   | NEXTEL   | 9            | 2008   | 4060   |          |         |       |         | 2.78    |
| OTH                                           | DAVE WHITE                   | AP729   | 09/22/08                            | 0809W    | NEXTEL   | 9            | 2008   | 4060   |          |         |       |         | 1.81    |
| OTH                                           | Jamie Blancas                | AP970   | 10/22/08                            | 0810DD   | NEXTEL   | 10           | 2008   | 4060   |          |         |       |         | 8.50    |
| OTH                                           | S/B 01-543                   | JC146   | 02/27/08                            | CSC      |          | 2            | 2008   | 4060   |          |         |       |         | -60.78  |
| OTH                                           | s/b 01-543                   | JC278   | 05/02/08                            | ma       |          | 4            | 2008   | 4060   |          |         |       |         | -60.78  |
|                                               |                              |         |                                     |          |          |              |        |        |          |         |       |         | 16.54   |
| COST                                          | 03                           | 1000    | CON FOOTINGS&FOUNDATIONS            |          |          |              |        |        |          |         |       |         |         |
| OTH                                           | 4856200208135502             | Jon A.  | AP804                               | 08/01/07 | 070801x  | WFBUS        | 8      | 2007   | 4060     |         |       |         | 21.19   |
|                                               |                              |         |                                     |          |          |              |        |        |          |         |       |         | 21.19   |
| COST                                          | 03                           | 3800    | Slab Sacking & Patching             |          |          |              |        |        |          |         |       |         |         |
| LAB                                           | s/b 01-890                   | JC536   | 09/24/08                            | ma       |          | 9            | 2008   | 4030   |          |         |       | -3.50   | -58.24  |
| BRD                                           | s/b 01-890                   | JC536   | 09/24/08                            | ma       |          | 9            | 2008   | 4040   |          |         |       |         | -13.66  |
| LAB                                           | P/R PE 09/20/08              | PR140   | 09/20/08                            |          |          | 9            | 2008   | 4030   |          |         |       | 3.50    | 58.24   |
| BRD                                           | P/R PE 09/20/08              | PR140   | 09/20/08                            |          |          | 9            | 2008   | 4040   |          |         |       |         | 13.66   |
|                                               |                              |         |                                     |          |          |              |        |        |          |         |       |         | 0.00    |
| COST                                          | 03                           | 8200    | Form                                |          |          |              |        |        |          |         |       |         |         |
| OTH                                           | Meridian Friends Church      | AP920   | 04/05/07                            | 1601400  | BMC      | 4            | 2007   | 4060   |          |         |       |         | 96.27   |
| OTH                                           | s/b 070205                   | JC633   | 04/05/07                            |          |          | 4            | 2007   | 4060   |          |         |       |         | -96.27  |
| COST                                          | 06                           | 100     | Rough Carpentry                     |          |          |              |        |        |          |         |       |         |         |
| OTH                                           | 4798531205486279             | Jack    | AP325                               | 12/01/08 | 0812yy   | USBANK       | 12     | 2008   | 4060     |         |       |         | 107.30  |
| OTH                                           | 4798531205486279             | Jack    | AP325                               | 12/01/08 | 0812yy   | USBANK       | 12     | 2008   | 4060     |         |       |         | 22.17   |
| OTH                                           | 4798531205486279             | Jack    | AP325                               | 12/01/08 | 0812yy   | USBANK       | 12     | 2008   | 4060     |         |       |         | 115.82  |
|                                               |                              |         |                                     |          |          |              |        |        |          |         |       |         | 245.29  |
| COST                                          | 09                           | 300     | Tile                                |          |          |              |        |        |          |         |       |         |         |
| LAB                                           | P/R PE 05/16/09              | PR218   | 05/16/09                            |          |          | 5            | 2009   | 4030   |          |         |       | 15.00   | 225.00  |
| BRD                                           | P/R PE 05/16/09              | PR218   | 05/16/09                            |          |          | 5            | 2009   | 4040   |          |         |       |         | 39.26   |
| LAB                                           | P/R PE 05/16/09              | PR220   | 05/16/09                            |          |          | 5            | 2009   | 4030   |          |         |       | -15.00  | -225.00 |
| BRD                                           | P/R PE 05/16/09              | PR220   | 05/16/09                            |          |          | 5            | 2009   | 4040   |          |         |       |         | -39.26  |
| LAB                                           | P/R PE 05/16/09              | PR221   | 05/16/09                            |          |          | 5            | 2009   | 4030   |          |         |       | 15.00   | 165.00  |
| BRD                                           | P/R PE 05/16/09              | PR221   | 05/16/09                            |          |          | 5            | 2009   | 4040   |          |         |       |         | 31.35   |

Date: 11/13/2009  
Time: 02:08:35 PM

**JOB COST DETAIL-BY LINE ITEM**  
(job history only)

Report Code: 28.81  
Page: 70

Company No. 1 PETRA Incorporated

Printing: All Jobs Job Range 060675 thru 060675

Phase Codes 01 thru 16 Period Range: Job To-Date

| TYPE | PHASE | COST | CHG | JOURN | ---REFERENCE--- | VEND | -----G/L----- | MTL/EQP | UNITS   | LAB/EQP | PERIOD |        |
|------|-------|------|-----|-------|-----------------|------|---------------|---------|---------|---------|--------|--------|
|      |       | CODE | ORD | #     | DATE            | NO   | CUST          | PERIOD  | ACCOUNT | CODE    | HOURS  | AMOUNT |

Job No: 060675 Meridian City Hall (continued)

COST 09 300 Tile (continued)

15.00 196.35

COST 10 400 Identifying Devices

OTH 4798531205486279 Jack AP325 12/01/08 0812yy USBANK 12 2008 4060

42.06

42.06

COST 14 200 Elevators

OTH MERIDIAN CITY HALL AP331 10/31/07 103107 THYELE 11 2007 4060

1,010.03

OTH VOID INV-Thyssenkrupp Ele AP555 10/31/07 103107 THYELE 12 2007 4060

-1,010.03

OTH S/B SAFETY JC931 11/27/07 THYSAF 11 2007 4060

-1,010.03

-1,010.03

COST 16 930 Low Voltage

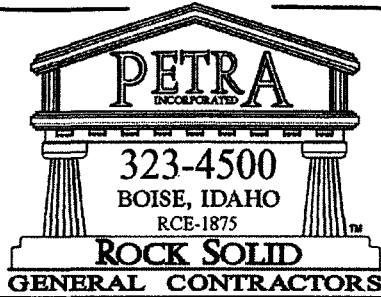
OTH FM 060525 PRECOM JC906 04/06/09 AB 4 2009 4060

513.00

OTH Precom Non Reimburable JC942 04/30/09 4 2009 4060

-513.00

Job Period Cost: 1,362,848.44



TRANSMITTAL  
No. 00445

RECEIVED

SEP 14 2007

CITY OF MERIDIAN  
CITY CLERK OFFICE

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**PROJECT:** Meridian City Hall  
**TO:** City of Meridian  
33 E Idaho Avenue  
Meridian, ID 83642

**DATE:** 9/14/2007  
**REF:** COR 1 CM FEE  
Contaminated Soil

**ATTN:** Will Berg

**PHONE:** 888.4433  
**FAX:** 887.4813  
**CELL:** 631.6469

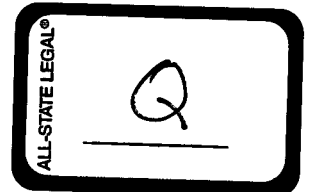
| WE ARE SENDING:                            | SUBMITTED FOR:                                             | ACTION TAKEN:                                     |
|--------------------------------------------|------------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Shop Drawings     | <input checked="" type="checkbox"/> Approval               | <input type="checkbox"/> Approved as Submitted    |
| <input checked="" type="checkbox"/> Letter | <input checked="" type="checkbox"/> Your Use               | <input type="checkbox"/> Approved as Noted        |
| <input type="checkbox"/> Prints            | <input type="checkbox"/> As Requested                      | <input type="checkbox"/> Returned After Loan      |
| <input type="checkbox"/> Change Order      | <input checked="" type="checkbox"/> Review and Comment     | <input type="checkbox"/> Resubmit                 |
| <input type="checkbox"/> Plans             |                                                            | <input type="checkbox"/> Submit                   |
| <input type="checkbox"/> Samples           | <b>SENT VIA:</b>                                           | <input type="checkbox"/> Returned                 |
| <input type="checkbox"/> Specifications    | <input checked="" type="checkbox"/> Attached               | <input type="checkbox"/> Returned for Corrections |
| <input type="checkbox"/> Other:            | <input type="checkbox"/> Separate Cover Via: Hand Delivery | <input type="checkbox"/> Due Date:                |

| ITEM NO. | COPIES | DATE      | ITEM NUMBER | REV. NO. | DESCRIPTION                                                                     | STATUS |
|----------|--------|-----------|-------------|----------|---------------------------------------------------------------------------------|--------|
| 1        | 1      | 9/12/2007 |             |          | COR No.1 for CM FEE on Contaminated Soil Removal with supporting documentation. | OPN    |

**Remarks:**

Will:

Originals have been transmitted to Keith Watts and Ted Baird for review as well.



CC: File

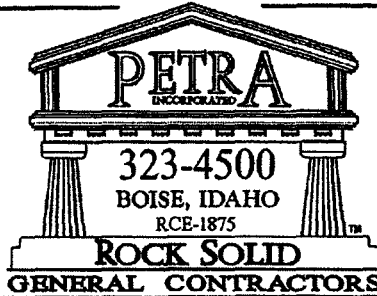
Signed:   
Wes Bettis

Expedition ®

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004749  
CM002712





**CHANGE ORDER REQUEST**  
**No. 00001**

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**TITLE:** Contaminated Soils Removal  
**PROJECT:** Meridian City Hall

**DATE:** 6/27/2007  
**JOB:** 060675

**TO:** Attn: Wes Bettis  
Petra Incorporated  
1097 N Rosario St  
Meridian, Idaho 83642  
Phone: 208-323-4500 Fax: 208-323-4507

**CONTRACT NO:** 1

**RE: To: From: Number:**

**DESCRIPTION OF PROPOSAL**

Additional CM Fee , Supervision, General Conditions and Reimbursable's during the identification, classification and removal of the contaminated soils found on site. This increase in Fee is in accordance with The Construction Management Agreement between the City of Meridian and Petra Incorporated, Articles 6.2.2 (a), 6.2.2 (b) and 7 (b) relative to Changes in project complexity, size, and conditions.

| Item  | Description                                                                       | Stock# | Quantity | Units | Unit Price  | Tax Rate | Tax Amount | Net Amount  |
|-------|-----------------------------------------------------------------------------------|--------|----------|-------|-------------|----------|------------|-------------|
| 00001 | CM Fee on Contaminated Soils Removal at 4.7% of \$422,000                         |        | 1.000    | LS    | \$19,834.00 | 0.00%    | \$0.00     | \$19,834.00 |
| 00002 | Project Engineer Time during Contaminated Soils Removal                           |        | 169.500  | Mnhrs | \$45.90     | 0.00%    | \$0.00     | \$7,780.05  |
| 00003 | Project Superintendent Time during Contaminated Soils Removal                     |        | 336.000  | Mnhrs | \$40.40     | 0.00%    | \$0.00     | \$13,574.40 |
| 00004 | % of Contractual GC's for 1 extra month of services due to unforeseen conditions. |        | 1.000    | LS    | \$11,314.00 | 0.00%    | \$0.00     | \$11,314.00 |

**Unit Cost:** \$52,502.45  
**Unit Tax:** \$0.00  
**Lump Sum:** \$0.00  
**GC markup:** \$0.00  
**Lump Tax:** \$0.00  
**Total:** \$52,502.45

**APPROVAL:**

By: \_\_\_\_\_  
Keith Watts

By: \_\_\_\_\_  
Wes Bettis

Date: \_\_\_\_\_

Date: \_\_\_\_\_



GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

September 12, 2007

Mr. Will Berg, City Clerk  
Mr. Keith Watts, Purchasing Agent  
CITY OF MERIDIAN  
33 E. Idaho St.  
Meridian, ID

RE: Construction Management Fee Change Order Request No. 1

Gentlemen:

Enclosed is Change Order Request No. 1 for the Construction Management Fee, General Conditions Reimbursable Expenses and Reimbursable Temporary Expenses in accordance with the *Agreement Between the City of Meridian and Petra Incorporated*, the Construction Manager of Record for the New City Hall construction project. In particular as noted in Articles 6.2.2 (a), 6.2.2 (b) and 7 (b) relative to changes in project size, complexity and conditions.

The *Agreement Between the City of Meridian and Petra Incorporated* called for an 80,000 SF building valued at \$12.2 Million dollars for the purpose of setting the CM Fee and establishing the construction schedule. During the Site Preparation Phase, unforeseen conditions were encountered that were not part of the Owner's Request for Services nor were these conditions identified in the Owner provided subsurface exploration documentation. These conditions consisted of petroleum based products found in the soil beginning at the South side of the old boiler house foundation and extending to the South property line. These deposits were found in multiple locations in the Southern 1/3 of the site and were anywhere from 3-0 below surface to 16-0 below surface.

A narrative timeline noting the process involved with the discovery and removal of the contaminated soils is included with this letter, along with a graphical representation of the additional work and the impact to the construction schedule these contaminated soils invoked on the project.

When initially uncovered, it appeared that the contaminated soils were confined to a small area corresponding to possible fuel oil storage tanks possibly located on the South side of the boiler house of the

H:\PROJECTS\2006\Wes\Meridian City Hall\Change Order Requests\CM Fee Contaminated Soil 09-12-07.doc

original creamery complex. Exploratory excavation around this find supported an estimate of ~1,000 CY of removal required. Within just a few days after the initial contaminated soil discovery, a second pocket of "gooey dirt" was uncovered. More exploration found multiple sources of contamination that were migrating in a South to Northwest direction in the subsurface strata.

Compounding this issue was the confirmation of a clay layer or lens at approximately the 16-0 below surface level that was containing the ground water below the lens and the soil contamination above the lens. Extra care was utilized in association with the Geo-technical Consultant, Terracon; the Contamination Consultant, MTI; Petra, and Ideal Demolition to first confirm that no ground water contamination was occurring from the site due to the contaminated soil and secondly to keep the clay lens intact while the contaminated soil was removed to preserve the integrity of the protective membrane and insulate the City from creating a ground water contamination issue.

The discovery of the contaminated soils and the extent of the ground water under the clay lens eventually influenced the design of the City Hall building when no entity was found that would accept the discharge of the ground water during the construction dewatering or the long term dewatering that would be required to keep the basement dry due to ground water migration. Raising the building finish floor elevation ~ four feet put the bottom of the basement floor above the clay lens and out of any ground water influence, except for normal surface water migration. This decision required re-design of the site elevations, the building exterior elevations and the basement foundation drain, all after the Phase II-Shell and Core packages had been awarded.

Upon discovery of the contaminated soils, Petra Incorporated brought Project Superintendent Jon Anderson on site a full month before he was scheduled to start the site excavation which was to be April 4, 2007. Jon arrived on site March 5, 2007 and began directing the contaminated soil removal. Due to the extent of the contamination and the change in design, the contaminated soil removal and correction to the site elevations began on March 12, 2007 and the last load of contaminated soil left the site on May 14, 2007. The Site Contractor for the new construction, MJ's Backhoe and Excavation, Inc. mobilized on site on May 7, 2007 and began working on importing structural fill to replace the material removed as contaminated and removing unsuitable soils identified by Terracon, Inc. that did not meet the Geo-technical report requirements.

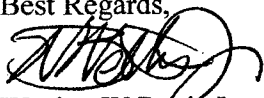
Petra Incorporated is asking for 336 of the 380 man hours that Mr. Anderson spent on the Meridian City Hall project during this period of contaminated soil removal from March 5, 2007 through May 14, 2007 managing the contaminated soil removal and well closures which were not part of the original scope of work in the Site Preparation Phase of Petra's CM agreement with the City of Meridian. In addition, Petra is asking for reimbursement for 169.5 man hours of Project Engineer time spent during this same time period of the 294 man hours spent by the Project Engineer. No request for compensation for Project Director/Manager Gene Bennett's 82.0 man hours has been requested. In comparison the contract for the Site Preparation Phase was to include 5% of the Project Manager and Project Engineer's time.

No Project Superintendent time was included since no extensive work was anticipated, based on the Brownsfield Report provided by the City.

The additional CM Fee that is being requested is in accordance with Articles 6.2.2 (a), 6.2.2 (b) and 7 (b) due to changes in project complexity, size and conditions. The total cost for the removal of the contaminated soils, as confirmed by Meridian City Purchasing is \$422,000.00 in compensation to Ideal Demolition, Inc. Petra is requesting 4.7% of the amount paid to Ideal Demolition, Inc. in additional CM Fee or \$19,384.00.

Since this was an unforeseen issue that could not be anticipated and included multiple participants including Hydrologic for the well closures, Terracon for soil and water testing beyond their original contract and MTI for all of the contamination testing, work plan and documentation with IDEQ; Petra has only included the costs for the actual contaminated soil removal by the abatement contractor rather than include the costs of all of the activities that Petra was managing during that time frame.

Best Regards,



Wesley W Bettis Jr.  
Construction Manager

Encl

c: Ted Baird City Attorney's Office  
File

Date: 09/07/2007

## \*\*\* DAILY JOB COST DETAIL \*\*\*

Report Code: 28.71

Time: 01:54:28 PM

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range: Multiple Selected

Phase Codes 01 thru 01 Cost Codes 410 thru 420

Transaction Date Range 02/26/07 thru 05/31/07

| DATE                              | PHASE | COST | CHG | DESCRIPTION            | TRANSACTION DESCRIPTION  | LABOR | MATERIAL | MATL | EQUIP | EQUIP | JOB COST |
|-----------------------------------|-------|------|-----|------------------------|--------------------------|-------|----------|------|-------|-------|----------|
|                                   |       | CODE | ORD |                        |                          | HOURS | UNITS    | CODE | HOURS | CODE  | \$       |
| Job No. 060675 Meridian City Hall |       |      |     |                        |                          |       |          |      |       |       |          |
| 02/26/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 4.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 5.75  |          |      |       |       |          |
|                                   | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 4.00  |          |      |       |       |          |
| 02/27/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 4.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 5.25  |          |      |       |       |          |
| 02/28/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 4.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 4.50  |          |      |       |       |          |
| 03/01/07                          | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 3.75  |          |      |       |       |          |
| 03/02/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 4.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 4.25  |          |      |       |       |          |
| 03/03/07                          | 01    | 410  |     | Project Manager        | P/R PE 03/03/07          |       |          |      |       |       | 2,231.44 |
|                                   | 01    | 420  |     | Project Superintendent | P/R PE 03/03/07          |       |          |      |       |       | 176.42   |
| 03/05/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 3.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 5.75  |          |      |       |       |          |
|                                   | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 4.00  |          |      |       |       |          |
| 03/06/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 1.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 6.25  |          |      |       |       |          |
|                                   | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 4.00  |          |      |       |       |          |
| 03/07/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 2.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 3.50  |          |      |       |       |          |
| 03/08/07                          | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 5.75  |          |      |       |       |          |
| 03/09/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 2.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 5.25  |          |      |       |       |          |
| 03/10/07                          | 01    | 410  |     | Project Manager        | P/R PE 03/10/07          |       |          |      |       |       | 1,827.97 |
|                                   | 01    | 420  |     | Project Superintendent | P/R PE 03/10/07          |       |          |      |       |       | 352.84   |
| 03/12/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 3.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 5.75  |          |      |       |       |          |
|                                   | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 03/13/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 1.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 6.25  |          |      |       |       |          |

Date: 09/07/2007

## \*\*\* DAILY JOB COST DETAIL \*\*\*

Report Code: 28.71

Time: 01:54:28 PM

Page: 2

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range: Multiple Selected

Phase Codes 01 thru 01 Cost Codes 410 thru 420

Transaction Date Range 02/26/07 thru 05/31/07

| DATE                              | PHASE | COST | CHG | DESCRIPTION            | TRANSACTION DESCRIPTION  | LABOR | MATERIAL | MATL | EQUIP | EQUIP | JOB COST |
|-----------------------------------|-------|------|-----|------------------------|--------------------------|-------|----------|------|-------|-------|----------|
|                                   |       | CODE | ORD |                        |                          | HOURS | UNITS    | CODE | HOURS | CODE  | \$       |
| Job No. 060675 Meridian City Hall |       |      |     |                        | (continued)              |       |          |      |       |       |          |
| 03/13/07                          | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 03/14/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 2.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 3.50  |          |      |       |       |          |
|                                   | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 03/15/07                          | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 5.75  |          |      |       |       |          |
|                                   | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 03/16/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 2.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 5.50  |          |      |       |       |          |
| 03/17/07                          | 01    | 410  |     | Project Manager        | P/R PE 03/17/07          |       |          |      |       |       | 1,840.06 |
|                                   | 01    | 420  |     | Project Superintendent | P/R PE 03/17/07          |       |          |      |       |       | 1,411.42 |
| 03/19/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 2.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 6.00  |          |      |       |       |          |
|                                   | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 03/20/07                          | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 6.25  |          |      |       |       |          |
|                                   | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 03/21/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 2.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 5.25  |          |      |       |       |          |
|                                   | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 03/22/07                          | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 4.75  |          |      |       |       |          |
|                                   | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 03/23/07                          | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 5.50  |          |      |       |       |          |
|                                   | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 03/24/07                          | 01    | 410  |     | Project Manager        | P/R PE 03/24/07          |       |          |      |       |       | 1,614.15 |
|                                   | 01    | 420  |     | Project Superintendent | P/R PE 03/24/07          |       |          |      |       |       | 1,764.30 |
| 03/26/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 2.00  |          |      |       |       |          |
|                                   | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 5.75  |          |      |       |       |          |
|                                   | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 03/27/07                          | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 5.75  |          |      |       |       |          |
|                                   | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 03/28/07                          | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 2.00  |          |      |       |       |          |

Date: 09/07/2007

## \*\*\* DAILY JOB COST DETAIL \*\*\*

Report Code: 28.71

Time: 01:54:28 PM

Page: 3

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range: Multiple Selected

Phase Codes 01 thru 01 Cost Codes 410 thru 420

Transaction Date Range 02/26/07 thru 05/31/07

| DATE                              | PHASE | COST<br>CODE | CHG<br>ORD | DESCRIPTION            | TRANSACTION DESCRIPTION  | LABOR<br>HOURS | MATERIAL<br>UNITS | MATL<br>CODE | EQUIP<br>HOURS | EQUIP<br>CODE | JOB COST<br>\$ |
|-----------------------------------|-------|--------------|------------|------------------------|--------------------------|----------------|-------------------|--------------|----------------|---------------|----------------|
| Job No. 060675 Meridian City Hall |       |              |            |                        | (continued)              |                |                   |              |                |               |                |
| 03/28/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 6.00           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 03/29/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 5.25           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 03/30/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 6.25           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 03/31/07                          | 01    | 410          |            | Project Manager        | P/R PE 03/31/07          |                |                   |              |                |               | 1,400.34       |
|                                   | 01    | 410          |            | Project Manager        | P/R PE 03/31/07          |                |                   |              |                |               | 273.06         |
|                                   | 01    | 420          |            | Project Superintendent | P/R PE 03/31/07          |                |                   |              |                |               | 1,764.30       |
| 04/02/07                          | 01    | 410          |            | Project Manager        | Eugene R. Bennett        | 4.00           |                   |              |                |               |                |
|                                   | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 6.75           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/03/07                          | 01    | 410          |            | Project Manager        | Eugene R. Bennett        | 7.00           |                   |              |                |               |                |
|                                   | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 6.25           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/04/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 7.25           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/05/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 7.25           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/06/07                          | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 4.00           |                   |              |                |               |                |
| 04/07/07                          | 01    | 410          |            | Project Manager        | P/R PE 04/07/07          |                |                   |              |                |               | 2,074.34       |
|                                   | 01    | 420          |            | Project Superintendent | P/R PE 04/07/07          |                |                   |              |                |               | 1,587.87       |
| 04/09/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 6.87           |                   |              |                |               |                |
|                                   | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 6.84           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/10/07                          | 01    | 410          |            | Project Manager        | Eugene R. Bennett        | 7.00           |                   |              |                |               |                |
|                                   | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 7.27           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/11/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 6.40           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/12/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 6.67           |                   |              |                |               |                |

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Date: 09/07/2007

## \*\*\* DAILY JOB COST DETAIL \*\*\*

Report Code: 28.71

Time: 01:54:28 PM

Page: 4

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range: Multiple Selected

Phase Codes 01 thru 01 Cost Codes 410 thru 420

Transaction Date Range 02/26/07 thru 05/31/07

| DATE                              | PHASE | COST<br>CODE | CHG<br>ORD | DESCRIPTION            | TRANSACTION DESCRIPTION  | LABOR<br>HOURS | MATERIAL<br>UNITS | MATL<br>CODE | EQUIP<br>HOURS | EQUIP<br>CODE | JOB COST<br>\$ |
|-----------------------------------|-------|--------------|------------|------------------------|--------------------------|----------------|-------------------|--------------|----------------|---------------|----------------|
| Job No. 060675 Meridian City Hall |       |              |            |                        | (continued)              |                |                   |              |                |               |                |
| 04/12/07                          | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/13/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 7.00           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/14/07                          | 01    | 410          |            | Project Manager        | P/R PE 04/14/07          |                |                   |              |                |               | 2,126.89       |
|                                   | 01    | 420          |            | Project Superintendent | P/R PE 04/14/07          |                |                   |              |                |               | 1,764.30       |
| 04/16/07                          | 01    | 410          |            | Project Manager        | Eugene R. Bennett        | 4.00           |                   |              |                |               |                |
|                                   | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 6.00           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/17/07                          | 01    | 410          |            | Project Manager        | Eugene R. Bennett        | 2.00           |                   |              |                |               |                |
|                                   | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 6.75           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/18/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 7.50           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/19/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 6.25           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/20/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 8.00           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/21/07                          | 01    | 410          |            | Project Manager        | P/R PE 04/21/07          |                |                   |              |                |               | 2,073.08       |
|                                   | 01    | 420          |            | Project Superintendent | P/R PE 04/21/07          |                |                   |              |                |               | 1,764.30       |
| 04/23/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 7.00           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/24/07                          | 01    | 410          |            | Project Manager        | Eugene R. Bennett        | 1.00           |                   |              |                |               |                |
|                                   | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 4.25           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/25/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 7.50           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/26/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 7.50           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 04/27/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 7.00           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |



Date: 09/07/2007

## \*\*\* DAILY JOB COST DETAIL \*\*\*

Report Code: 28.71

Time: 01:54:28 PM

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Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range: Multiple Selected

Phase Codes 01 thru 01 Cost Codes 410 thru 420

Transaction Date Range 02/26/07 thru 05/31/07

| DATE                              | PHASE | COST<br>CODE | CHG<br>ORD | DESCRIPTION            | TRANSACTION DESCRIPTION  | LABOR<br>HOURS | MATERIAL<br>UNITS | MATL<br>CODE | EQUIP<br>HOURS | EQUIP<br>CODE | JOB COST<br>\$ |
|-----------------------------------|-------|--------------|------------|------------------------|--------------------------|----------------|-------------------|--------------|----------------|---------------|----------------|
| Job No. 060675 Meridian City Hall |       |              |            |                        | (continued)              |                |                   |              |                |               |                |
| 04/28/07                          | 01    | 410          |            | Project Manager        | P/R PE 04/28/07          |                |                   |              |                |               | 1,672.87       |
|                                   | 01    | 420          |            | Project Superintendent | P/R PE 04/28/07          |                |                   |              |                |               | 1,742.55       |
| 04/30/07                          | 01    | 410          |            | Project Manager        | Eugene R. Bennett        | 4.00           |                   |              |                |               |                |
|                                   | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 5.00           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 05/01/07                          | 01    | 410          |            | Project Manager        | Eugene R. Bennett        | 1.00           |                   |              |                |               |                |
|                                   | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 1.00           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 05/02/07                          | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 05/03/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 2.00           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 05/04/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 1.00           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 05/05/07                          | 01    | 410          |            | Project Manager        | P/R PE 05/05/07          |                |                   |              |                |               | 781.84         |
|                                   | 01    | 420          |            | Project Superintendent | P/R PE 05/05/07          |                |                   |              |                |               | 1,742.55       |
| 05/07/07                          | 01    | 410          |            | Project Manager        | Eugene R. Bennett        | 4.00           |                   |              |                |               |                |
|                                   | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 3.75           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 05/08/07                          | 01    | 410          |            | Project Manager        | Eugene R. Bennett        | 2.00           |                   |              |                |               |                |
|                                   | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 3.00           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 05/09/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 4.00           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 05/10/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 4.00           |                   |              |                |               |                |
| 05/11/07                          | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 8.00           |                   |              |                |               |                |
|                                   | 01    | 420          |            | Project Superintendent | Jon J. Anderson          | 8.00           |                   |              |                |               |                |
| 05/12/07                          | 01    | 410          |            | Project Manager        | P/R PE 05/12/07          |                |                   |              |                |               | 1,513.51       |
|                                   | 01    | 420          |            | Project Superintendent | P/R PE 05/12/07          |                |                   |              |                |               | 1,394.04       |
| 05/14/07                          | 01    | 410          |            | Project Manager        | Eugene R. Bennett        | 4.00           |                   |              |                |               |                |
|                                   | 01    | 410          |            | Project Manager        | Wesley Wayne Bettis, Jr. | 8.00           |                   |              |                |               |                |

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Date: 09/07/2007

## \*\*\* DAILY JOB COST DETAIL \*\*\*

Report Code: 28.71

Time: 01:54:28 PM

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Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range: Multiple Selected

Phase Codes 01 thru 01 Cost Codes 410 thru 420

Transaction Date Range 02/26/07 thru 05/31/07

| DATE                                          | PHASE | COST | CHG | DESCRIPTION            | TRANSACTION DESCRIPTION  | LABOR | MATERIAL | MATL | EQUIP | EQUIP | JOB COST |
|-----------------------------------------------|-------|------|-----|------------------------|--------------------------|-------|----------|------|-------|-------|----------|
|                                               |       | CODE | ORD |                        |                          | HOURS | UNITS    | CODE | HOURS | CODE  | \$       |
| Job No. 060675 Meridian City Hall (continued) |       |      |     |                        |                          |       |          |      |       |       |          |
| 05/14/07                                      | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 05/15/07                                      | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 4.00  |          |      |       |       |          |
|                                               | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 8.00  |          |      |       |       |          |
|                                               | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 05/16/07                                      | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 05/17/07                                      | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 8.00  |          |      |       |       |          |
|                                               | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 05/18/07                                      | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 8.00  |          |      |       |       |          |
|                                               | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 05/19/07                                      | 01    | 410  |     | Project Manager        | P/R PE 05/19/07          |       |          |      |       |       | 2,094.09 |
|                                               | 01    | 420  |     | Project Superintendent | P/R PE 05/19/07          |       |          |      |       |       | 1,742.55 |
| 05/21/07                                      | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 4.00  |          |      |       |       |          |
|                                               | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 8.00  |          |      |       |       |          |
|                                               | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 05/22/07                                      | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 8.00  |          |      |       |       |          |
|                                               | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 05/23/07                                      | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 6.00  |          |      |       |       |          |
|                                               | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 05/24/07                                      | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 2.00  |          |      |       |       |          |
|                                               | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 5.00  |          |      |       |       |          |
| 05/25/07                                      | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 2.00  |          |      |       |       |          |
|                                               | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.00  |          |      |       |       |          |
| 05/26/07                                      | 01    | 410  |     | Project Manager        | P/R PE 05/26/07          |       |          |      |       |       | 1,530.06 |
|                                               | 01    | 420  |     | Project Superintendent | P/R PE 05/26/07          |       |          |      |       |       | 1,611.85 |
| 05/28/07                                      | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 8.50  |          |      |       |       |          |
| 05/29/07                                      | 01    | 410  |     | Project Manager        | Eugene R. Bennett        | 4.00  |          |      |       |       |          |
|                                               | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 1.75  |          |      |       |       |          |
|                                               | 01    | 420  |     | Project Superintendent | Jon J. Anderson          | 7.50  |          |      |       |       |          |
| 05/30/07                                      | 01    | 410  |     | Project Manager        | Wesley Wayne Bettis, Jr. | 3.00  |          |      |       |       |          |

# Pac-West Interiors, Inc.

2820 BRANDT AVE. NAMPA, IDAHO 83687

PHONE (208) 467-3331

FAX (208) 467-3332

February 19, 2008

|                               |         |
|-------------------------------|---------|
| EX NO.                        | 19      |
|                               | Bennett |
| DATE                          | 2-19-08 |
| ASSOCIATED<br>REPORTING, INC. |         |

Petra, Inc.  
Attn. Mr. Gene Bennett  
9056 West Blackeagle Drive  
Boise, ID 83709

**RE: MERIDIAN CITY HALL**

**SUBJECT: REQUESTED EXTRA PRICING**

*ELEVATION ADJUSTMENT*

**Per Work Authorization**

1. Labor worked 02/12/2008 (see attached):

Amount: 55 Man Hours      \$ 2,062.50

2. Labor worked 02/13/2008 (see attached):

Amount: 66 Man Hours      \$ 2,475.00

**TOTAL: \$ 4,537.50**

*01-930*

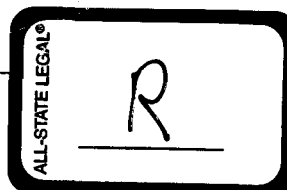
*Job Conversions*

Thank you,

Steve Packard

Job Name: *Met*  
Job Number: *06-0075*  
Cost Code: *01-930*  
Authorized by: */*  
Date Posted: */* By: */*  
Budget: */*  
Over Budget: */*

ENTERED  
MAR 25 2008



CM001618

004760

EX NO. 20  
Bennett  
 DATE 2-19-10  
 ASSOCIATED  
 REPORTING, INC.

*Job Conditions*

# Pac-West Interiors, Inc.

2820 BRANDT AVE. Nampa, IDAHO 83687  
 PHONE (208) 467-3331  
 FAX (208) 467-3332

February 19, 2008

Petra, Inc.  
 Attn. Mr. Gene Bennett  
 9056 West Blackeagle Drive  
 Boise, ID 83709

*PAC-WEST WAS GIVEN THE  
 WRONG BENCHMARK ELEVATION  
 TO USE IN SETTING THE  
 FLOOR, PETRA SUPT CONFUSED  
 THE MARKS*

**RE: MERIDIAN CITY HALL**

**SUBJECT: REQUESTED EXTRA PRICING**

*ELEVATION ADJUSTMENT*

*WRONG BENCHMARK ELEV*

**Per Work Authorization**

**1. Labor worked 02/12/2008 (see attached):**

Amount: 55 Man Hours      \$ 2,062.50

**2. Labor worked 02/13/2008 (see attached):**

Amount: 66 Man Hours      \$ 2,475.00

**TOTAL: \$ 4,537.50**

*01-930*

*Job Conditions*

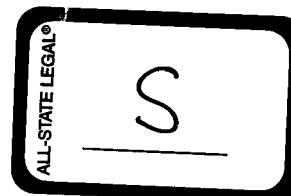
Thank you,

Steve Packard

Job Name: MCH  
 Job Number: 06-0675  
 Cost Code: 01-930  
 Authorized by: [Signature]  
 Date Posted: By: [Signature]  
 Budget:                       
 Over Budget:                     

**ENTERED**  
**MAR 15 2008**

Petra57872



004761



POOR COPY



# AIA Document A101/CMA™ - 1992

## Standard Form of Agreement Between Owner and Contractor

Where the basis of payment is a STIPULATED SUM

### AGREEMENT

made as of the (day of month) in the year Two Thousand Seven.  
(In words, indicate day, month and year)

BETWEEN the Owner:

(Paragraphs deleted)

CITY OF MERIDIAN

38 East Idaho Avenue

Meridian, Idaho 83642-2300

and the Contractor:

(Paragraphs deleted)

Western Roofing, Inc.

2609 Keim Lane

Nampa, Idaho 83687

For the following Project:

(Paragraphs deleted)

New Meridian City Hall

33 East Broadway Avenue

Meridian, Idaho 83642

An approximately 100,000 square foot, multi-story city hall office building with a basement.

The Construction Manager is:

(Paragraphs deleted)

PETRA INCORPORATED

109 N. Rosario Street

Meridian, Idaho 83646

The Architect is:

(Paragraphs deleted)

LC ARCHITECTS, P.A.

1221 Shoreline Lane

Boise, Idaho 83702

The Owner and Contractor agree as set forth below.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1992 Edition of AIA Document A201/CMA General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:



004762 CM072947



## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§3.2 The Contractor shall achieve Substantial Completion of the entire Work beginning October 15, 2007 and finishing November 23, 2007 per production schedule.

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

### Portion of Work

Provide labor, material, tools, and equipment to complete the roofing as noted on the drawings and per the following:

**Substantial Completion date**  
November 23, 2007

### Division 1 - General Requirements

#### Section 07410 - Metal Roofing

#### Section 07410 - Metal Wall Panels

#### Section 07540 - Thermoplastic Membrane and Trim

#### Section 07620 - Sheet Metal Flashing and Trim

#### Section 07720 - Roof Access

#### Section 07920 - Joint Sealants (As Applicable)

This bid package specifically includes:

- Caulking as associated with your work.
- All flashings as noted on the drawings.
- Safety rails and protection for your work.
- Provide (FOB) masonry flashing to be installed by mason.
- Provide an allowance of \$ 5,600.00 for additional roof jacks not currently shown on drawings.

This bid package specifically excludes:

- Wood Barapet cap by others.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

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User Notes:

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The Contractor acknowledges and agrees that the Owner will suffer financial loss in an amount that is difficult to quantify if the Work is not substantially complete on the date set forth in the Contract Documents. The Owner shall have the option to assess liquidated damages against the Contractor (and its surety, if any) in an amount of Five Hundred & NO/100 Dollars (\$500.00) per calendar day, for each calendar day of delay until the Work is substantially complete. The Contractor acknowledges and agrees that the amounts set forth above are a reasonable estimate of the damages that will likely be incurred by Owner in the event the Work is not substantially complete by the date set forth in the Contract Documents, and not a penalty. If responsibility for a delay in substantial completion shared by the Contractor and others, Owner may reasonably apportion the damages between such responsible parties. The right to assess liquidated damages is in addition to, and not in limitation of, any right or remedy available to the Owner or to protect the Owner to address delay by the Contractor, whether such right or remedy is under law, inequity or under Contract Documents.

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One Hundred Eighty Two Thousand Nine Hundred Ninety Dollars & NO/100 (\$182,990.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(Paragraphs deleted)

§ 4.3 Unit prices, if any, are as follows:

| Description | Units | Price (\$ 0.00) |
|-------------|-------|-----------------|
|-------------|-------|-----------------|

## ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the 25<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 20<sup>th</sup> day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents and approved by Construction Manager. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager may require. This schedule, when approved by the Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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User Notes:

(869727758)



**§ 5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions.

**§ 5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%).

**§ 5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**§ 5.6.4** Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

**§ 5.7** The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

**§ 5.7.1** Add, upon substantial completion of the Work, a sum sufficient to increase the total payments to ( ) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

**§ 5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

(Paragraphs deleted)

#### ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 90 days after the issuance of the final Project Certificate for

(Paragraphs deleted)

Payment

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

**§ 7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraphs deleted)

**§ 7.3** Temporary facilities and services

(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

**§ 7.4** Other Provisions:

(Here insert any special provisions affecting the Contract.)

Init.



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## ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA 1992 Construction Manager-Adviser Edition, as modified and attached hereto as Exhibit.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated and are as follows:

| Document | Title | Pages |
|----------|-------|-------|
|----------|-------|-------|

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are identified on Exhibit A attached hereto.

Title of Specifications exhibit:

(Table deleted)

§ 9.1.5 The Drawings are

(Paragraphs deleted)

those identified on Exhibit B, attached hereto.

(Table deleted)

§ 9.1.6 The Addenda, if any, are as follows:

| Number     | Date    | Pages |
|------------|---------|-------|
| Addendum A | 3/16/07 | 3     |
| Addendum B | 3/21/07 | 2     |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Init.



# POOR COPY

This Agreement is entered into as of the day and year first written above.

OWNER

CONTRACTOR

CITY OF MERIDIAN,  
An Idaho municipal corporation

Western Roofing

(Signature)

*James deWeerd*  
James deWeerd, Mayor

(Printed name and title)

(Date)

6-4-07

(Signature)

*Tim Davis*  
Tim Davis - Commercial

(Printed name and title)

(Date)

2-8-07

Exhibits:

Exhibit A - Specifications  
Exhibit B - Drawings: Cold Shell and Core Package Sheets: A0.0, C1.1, C1.2, C4.1, C4.2, C4.3, L1.20, A0.0, A0.1, A0.2, A.3, A0.4, A0.5, A2.00, A2.10, A 2.20, A2.30, A2.40, A2.50, A2.60, A3.0, A3.1, A3.2, A3.3, A4.0, A4.1, A4.2, A4.3, A4.4, A4.5, A5.0, A5.1A5.2, A5.3, A5.4, A9.0, A9.1, A9.2, A9.3, S0.01, S1.01, S1.02, S2.11, S2.12, S2.21, S2.2, S2.31, S2.32, S2.41, S2.42, S2.5, S3.1, S5.1, S5.2, S7.1, S7.2, S7.3, S7.4, S7.5, S7.6, P0.0, P0.1, P1.1, P1.1, P2.1, P3.1, M5.0, E1.0S, E1.1S  
Exhibit C - Addendum A  
Exhibit D - Addendum B

Approved as to Content

Attest:

*William G. Berg Jr.*  
William G. Berg Jr., City Clerk

*Keith Watts*  
Keith Watts, Purchasing Agent

Approved by City Council

Dated:

5-8-07



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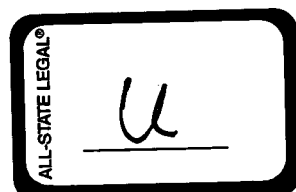
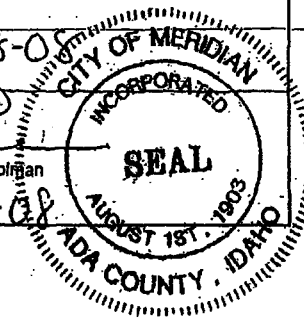
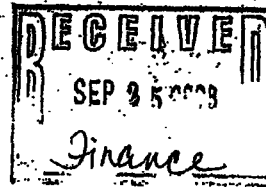


CITY OF MERIDIAN  
33 EAST IDAHO  
MERIDIAN, ID 83642

|                       |
|-----------------------|
| CHANGE ORDER NO. 01   |
| PROJECT NO. CH-06-001 |
| DATE: 8/11/08         |
| EFFECTIVE DATE:       |

### CONTRACT CHANGE ORDER

|                                                                                                                                                                                          |                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>CONTRACTOR:</b> Western Roofing ✓                                                                                                                                                     |                                                                                                        |
| <b>PROJECT:</b> MERIDIAN CITY HALL - Phase 2 Core & Shell                                                                                                                                |                                                                                                        |
| The Contractor is hereby directed to make the following changes from the Contract Documents and Plans.<br><b>Description:</b> Incorporate revisions for ASI's 85, 99, 102, 103R & RF#113 |                                                                                                        |
| ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.<br><b>Reason for Change Order:</b> Additional scope of revisions per listed ASI's & RF#                                                  |                                                                                                        |
| Attachments: Change Order Items Description, dated 7/16/08, with contractor quote                                                                                                        |                                                                                                        |
| <b>CHANGE IN CONTRACT PRICE:</b>                                                                                                                                                         | <b>CHANGE IN CONTRACT TIMES:</b>                                                                       |
| Original Contract Price \$ 182,990.00                                                                                                                                                    | Original Contract Times: Substantial Completion 8/28/08                                                |
| Net changes from previous Change Orders<br>No. 0 to 0<br>\$0.00                                                                                                                          | Net changes from previous Change Orders<br>No. ___ to ___ (calendar days)<br>None                      |
| Contract Price Prior to this Change Order:<br>\$182,990.00                                                                                                                               | Contract Times prior to this Change Order:<br>(calendar days or date)<br>8/28/2008                     |
| Net Increase (decrease) of this Change Order:<br>\$1,380.00                                                                                                                              | Net Increase (decrease) of this Change Order:<br>(calendar days or date)<br>None                       |
| Contract Price with all Approved Change Orders:<br>\$184,370.00                                                                                                                          | Contract Times with all Approved Change Orders:<br>(calendar days)<br>Substantial Completion 8/28/2008 |
| <b>RECOMMENDED: (CONSTRUCTION MANAGER)</b><br>Petra Inc.<br>By: Thomas R. Coughlin<br>Date: 9/25/08                                                                                      | <b>ACCEPTED: (CONTRACTOR)</b><br>Western Roofing<br>By: Ted Davis<br>Date: 9-25-08                     |
| <b>APPROVED: (CITY PURCHASING AGENT)</b><br>By: Keith Watts<br>Date: 10/30/08                                                                                                            | <b>COUNCIL APPROVAL</b><br>Date: 10-28-08                                                              |
| <b>APPROVED: (CITY)</b><br>By: Mayor Tammy de Weerd<br>Date: 11-4-08                                                                                                                     | <b>ATTEST:</b><br>By: City Clerk, Jaycee Hoffman<br>Date: 11-4-08                                      |



CM072939  
004768

# Meridian City Hall

---

## WESTERN ROOFING REPORTED CHANGES

CO #1

8/28/08

**WESTERN ROOFING HAS BILLED FOR 2 ITEMIZED CHANGES TOTALING  
\$1380.00 IN ADDED OR EXTRA COST.**

**IN FURTHER BREAK DOWN OF THESE CHANGES, BOTH WERE OWNER  
REQUESTED CHANGES.**

**The two owner requested changes were directing the contractor  
to add flashing/counter flashing at third floor level roof around  
the added outlets for wall and sign lighting and add the rock  
ballast and sheeting at the entry awing.**

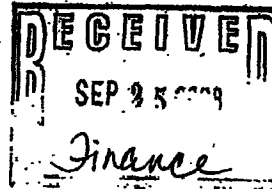
**Owner changes subtotaling \$1380.00**

CITY OF MERIDIAN  
33 EAST IDAHO  
MERIDIAN, ID 83642

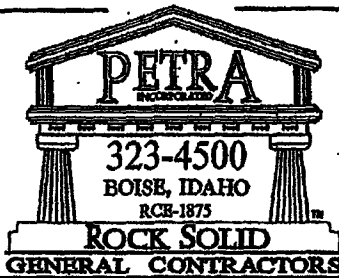
|                       |
|-----------------------|
| CHANGE ORDER NO. 01   |
| PROJECT NO. CH-08-001 |
| DATE: 8/11/08         |
| EFFECTIVE DATE:       |

### CONTRACT CHANGE ORDER

|                                                                                                                                                                                    |                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>CONTRACTOR:</b> Western Roofing ✓                                                                                                                                               |                                                                                                        |
| <b>PROJECT:</b> MERIDIAN CITY HALL - Phase 2 Core & Shell                                                                                                                          |                                                                                                        |
| The Contractor is hereby directed to make the following changes from the Contract Documents and Plans.<br>Description: Incorporate revisions for ASI's 85, 99, 102, 103R & RFI#113 |                                                                                                        |
| ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.<br>Reason for Change Order: Additional scope of revisions per listed ASI's & RFI                                                   |                                                                                                        |
| Attachments: Change Order Items Description, dated 7/16/08, with contractor quote                                                                                                  |                                                                                                        |
| <b>CHANGE IN CONTRACT PRICE:</b>                                                                                                                                                   | <b>CHANGE IN CONTRACT TIMES:</b>                                                                       |
| Original Contract Price \$ 182,990.00                                                                                                                                              | Original Contract Times: Substantial Completion 8/28/08                                                |
| Net changes from previous Change Orders<br>No. 0 to 0<br>\$0.00                                                                                                                    | Net changes from previous Change Orders<br>No. ___ to ___ (calendar days)<br>None                      |
| Contract Price Prior to this Change Order:<br>\$182,990.00                                                                                                                         | Contract Times prior to this Change Order:<br>(calendar days or date)<br>8/28/2008                     |
| Net Increase (decrease) of this Change Order:<br>\$1,380.00                                                                                                                        | Net Increase (decrease) of this Change Order:<br>(calendar days or date)<br>None                       |
| Contract Price with all Approved Change Orders:<br>\$184,370.00                                                                                                                    | Contract Times with all Approved Change Orders:<br>(calendar days)<br>Substantial Completion 8/28/2008 |
| <b>RECOMMENDED: (CONSTRUCTION MANAGER)</b><br>Petra Inc.<br>By: Thomas R. Coughlin<br>Date: 8/25/08                                                                                | <b>ACCEPTED: (CONTRACTOR)</b><br>Western Roofing<br>By: Ted Davis<br>Date: 9-25-08                     |
| <b>APPROVED: (CITY PURCHASING AGENT)</b><br>By: Keith Waus<br>Date: 10/30/08                                                                                                       | <b>COUNCIL APPROVAL</b>                                                                                |
| <b>APPROVED: (CITY)</b><br>By: Mayor Tammy de Weerd<br>Date:                                                                                                                       | <b>ATTEST:</b><br>By: City Clerk, Jaycee Holman<br>Date:                                               |



Ex08 received  
Reth



CHANGE ORDER  
No. 00001

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**TITLE:** ASI & RFI Pricing- Phase II

**DATE:** 7/21/2008

**PROJECT:** Meridian City Hall

**JOB:** 060675

**TO:** Attn: Ted Davis  
Western Roofing  
2609 Kelm Lane  
Nampa, ID 83687  
Phone: 208-466-8921 Fax: 208-466-6999

**CONTRACT NO:** 10

**RE:** **To:** **From:** **Number:**

**DESCRIPTION OF CHANGE**

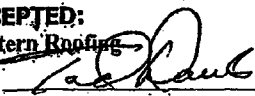
**\*\*All taxes are included in costs\*\***

| Item Description                                                                                                                                        | Quantity | Units | Unit Price | Tax Rate | Tax Amount | Net Amount |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|------------|----------|------------|------------|
| 00001 ASI#85 Lobby Floor & Ext Roof Power Outlets (COR#4)- Add flashing for 18 conduit for power outlets on the roof \$35 Ea per verbal from Ted Davis. | 1.000    | LS    | \$630.00   | 0.00%    | \$0.00     | \$630.00   |
| 00002 RFI#113 Boiler Flue & Intake Revision (COR#5)                                                                                                     | 1.000    | LS    | \$0.00     | 0.00%    | \$0.00     | \$0.00     |
| 00003 ASI#99 Heat Tape for Gutters on Metal Roof (COR#6)                                                                                                | 1.000    | LS    | \$0.00     | 0.00%    | \$0.00     | \$0.00     |
| ASI#102 Sill Detail @ Doors 307 & 348 (COR#7)                                                                                                           | 1.000    | LS    | \$0.00     | 0.00%    | \$0.00     | \$0.00     |
| 00005 ASI#103R Stone Ballast @ Main Entry Roof (COR#8)- Add wash stone ballast & cover sheet on lower roof at main entry.                               | 1.000    | LS    | \$750.00   | 0.00%    | \$0.00     | \$750.00   |

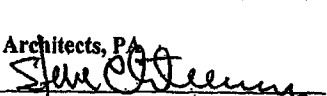
Unit Cost: \$1,380.00  
Unit Tax: \$0.00  
Lump Sum: \$0.00  
Lump Tax: \$0.00  
0.0% GC markup: \$0.00  
Total: \$1,380.00

The Original Contract Sum was \$182,990.00  
Net Change by Previously Authorized Requests and Changes \$0.00  
The Contract Sum Prior to This Change Order was \$182,990.00  
The Contract Sum Will be Increased \$1,380.00  
The New Contract Sum Including This Change Order \$184,370.00  
The Contract Time Will Not Be Changed  
Date of Substantial Completion as of this Change Order Therefore is

**ACCEPTED:**

Western Roofing  
By:   
Ted Davis

Petra Incorporated  
By:   
Tom Coughlin

LCA Architects, PA  
By:   
Steve Christensen

Date: 7/21/2008 9/26/08

Date: 7/21/2008 9/25/08

Date: 7/21/2008 8/5/08

Expedition @

CM072942

004771

**MERIDIAN CITY HALL**  
**PROJECT NO: CH-06-001**

**WESTERN ROOFING - Phase 2 (10)**  
**CHANGE ORDER NO 1**

07/16/08

**CHANGE ORDER ITEMS**

|   |     |      |                                                                                                                                                 |                |
|---|-----|------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1 | ASI | 85   | Lobby Floor & Ext Roof Power Outlets (COR#04)<br>Add flashing for 18 conduit for power outlets on the roof<br>\$35 Ea per verbal from Ted Davis | 630.00         |
| 2 | RFI | 113  | Boiler Flue & Intake Revision (COR#05)                                                                                                          | 0.00           |
| 3 | ASI | 99   | Heat Tape for Gutters on Metal Roof (COR#06)                                                                                                    | 0.00           |
| 4 | ASI | 102  | Sill Detail @ Drs 307 & 348 (COR#07)                                                                                                            | 0.00           |
| 5 | ASI | 103R | Stone Ballast @ Main Entry Roof (COR#08)<br>Add wash stone ballast & cover sheet on lower roof<br>at main entry.                                | 750.00         |
|   |     |      |                                                                                                                                                 | <hr/> 1,380.00 |





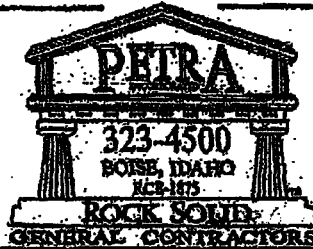
06/04/2008 10:57 4666999

WESTERN

PAGE 02

05/30/2008 FRI 7:08 FAX 208 323 4507 Petra Inc.

001/003



CHANGE ORDER REQUEST  
No. 00007

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

TITLE: ASI-102 Sill Detail @ Drs 307 & 348  
PROJECT: Meridian City Hall

DATE: 5/29/2008  
JOB: 060678

TO: Attn: Ted Davis  
Western Roofing  
2609 Kalm Lane  
Nampa, ID 83687  
Phone: 208-466-8921 Fax: 208-466-6999

CONTRACT NO: 10

RE: COR

To: AMWALL

From: PETRA

Number: 00039

DESCRIPTION OF PROPOSAL

ASI-102 Sill Detail @ Exterior Drs 307 & 348

Sheet A3.3: Add enclosed Sill Detail to sheet A3.3. This sill detail is to be used at new exterior doors #307 and 348. Revise the height of window frame type CC, which was added as part of PR #1, to be 8'-8" with the sill of the frame 8" above finish floor. Attachments: Sketch SK-1.

Review and respond with any change to your scope of work within five working days. Respond even if this is a no cost change. Thank you.

|            |        |
|------------|--------|
| Unit Cost: | \$0.00 |
| Unit Tax:  | \$0.00 |
| Lump Sum:  | \$0.00 |
| GC Markup: | \$0.00 |
| Lump Tax:  | \$0.00 |
| Total:     | \$0.00 |

\$ 0  
ASI-102, COR #7

APPROVAL:

By:

Date:

Exposition

By:

Date:

CM072945

004774



CITY OF MERIDIAN  
33 EAST IDAHO AVE.  
MERIDIAN, ID. 83642  
(208) 888-4433

**Vendor Address:**

WESTERN ROOFING  
2609 KEIM LANE  
NAMPA, ID 83687

**Purchase Order**

1/10/2008

08-0106

**Attention:** Keith Watts

**Billing Address:** Attn: Finance  
33 East Idaho  
Meridian, ID 83642

**Shipping Address:** City Council  
33 E. Idaho  
Meridian, ID 83642

**Shipping Method:**

**FOB:**

**Contractor destination**

| Item Code | Description               | Unit of Measure | Quantity  | Unit Price | Total      |
|-----------|---------------------------|-----------------|-----------|------------|------------|
|           | Roofing for New City Hall | Dollar          | 182990.00 | 1.00       | 182,990.00 |

**Purchase Order Total:**

**\$182,990.00**

**Purchasing Agent:**

*Keith Watts*

**Liaison Approval:**

*N/A*

**Special Instructions**

CONTRACT PO - City Hall - Roofing - Western Roofing

Not-To-Exceed: \$182,990.00 per written bid by Ted Davis opened 4-3-07.

Contract Approved by City Council 5-8-2007.

55-1120-96001

CM072946

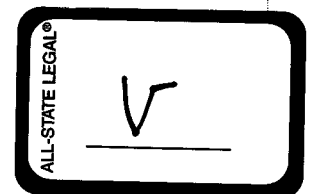
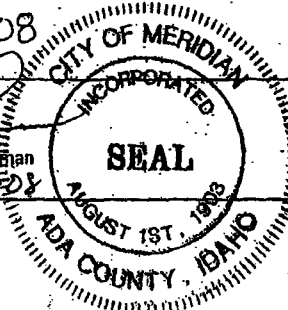
004775

CITY OF MERIDIAN  
33 EAST IDAHO  
MERIDIAN, ID 83642

|                                       |
|---------------------------------------|
| BUDGETED CONTRACT AMENDMENT<br>NO. 02 |
| PROJECT NO. CH-06-001                 |
| DATE: 11/11/08                        |
| EFFECTIVE DATE:                       |

**BUDGETED CONTRACT AMENDMENT**

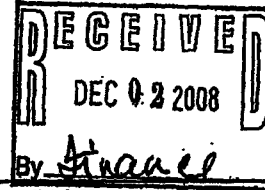
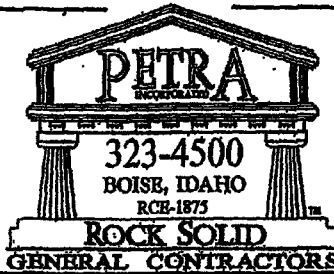
|                                                                                                                                                                        |                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <b>CONTRACTOR:</b> Western Roofing                                                                                                                                     |                                                                                                                      |
| <b>PROJECT:</b> MERIDIAN CITY HALL - Phase 2 Core & Shell                                                                                                              |                                                                                                                      |
| The Contractor is hereby directed to make the following changes from the Contract Documents and Plans.<br><b>Description:</b> Incorporate revisions per ASI#127 & 110R |                                                                                                                      |
| ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.                                                                                                                        |                                                                                                                      |
| <b>Reason for Budgeted Contract Amendment:</b> Additional scope or revisions per listed ASI's                                                                          |                                                                                                                      |
| <b>Attachments:</b> Change Items description, dated 11/3/08, with contractor quotes                                                                                    |                                                                                                                      |
| <b>CHANGE IN CONTRACT PRICE:</b>                                                                                                                                       | <b>CHANGE IN CONTRACT TIMES:</b>                                                                                     |
| Original Contract Price \$182,990.00                                                                                                                                   | Original Contract Times: Substantial Completion 8/28/08                                                              |
| Net changes from previous Budgeted Contract Amendment:<br>No. 00 to 01<br>\$1,380.00                                                                                   | Net changes from previous Budgeted Contract Amendment:<br>No. ___ to ___ (calendar days)<br>None                     |
| Contract Price Prior to this Budgeted Contract Amendment:<br>\$184,370.00                                                                                              | Contract Times prior to this Budgeted Contract Amendment:<br>(calendar days or date)<br>8/28/2008                    |
| Net Increase (decrease) of this Budgeted Contract Amendment:<br>\$385.00                                                                                               | Net Increase (decrease) of this Budgeted Contract Amendment:<br>(calendar days or date)<br>None                      |
| Contract Price with all Approved Budgeted Contract Amendment:<br>\$184,755.00                                                                                          | Contract Times with all Approved Budgeted Contract Amendment:<br>(calendar days)<br>Substantial Completion 8/28/2008 |
| <b>RECOMMENDED: (CONSTRUCTION MANAGER)</b><br>Petra Inc.<br>By: Thomas R. Coughlin<br>Date: 11/25/08                                                                   | <b>ACCEPTED: (CONTRACTOR)</b><br>[Redacted]<br>Date: 11/25/08                                                        |
| <b>APPROVED: (CITY PURCHASING AGENT)</b><br>By: Keith Watts<br>Date: 12-10-09                                                                                          | <b>COUNCIL APPROVAL</b><br>Date: 12-16-08                                                                            |
| <b>APPROVED: (CITY)</b><br>By: Mayor Tammy de Weerd<br>Date: 12-19-08                                                                                                  | <b>ATTEST:</b><br>By: City Clerk, Jaycee Hoffman<br>Date: 12-22-08                                                   |



CM072933

004776

CHANGE ORDER  
No. 00002



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

**TITLE:** ASI Pricing- Phase II

**DATE:** 11/3/2008

**PROJECT:** Meridian City Hall

**JOB:** 060675

**TO:** Attn: Ted Davis  
Western Roofing  
2609 Kelm Lane  
Nampa, ID 83687  
Phone: 208-466-8921 Fax: 208-466-6999

**CONTRACT NO:** 10

**RE:**                      **To:**                      **From:**                      **Number:**

**DESCRIPTION OF CHANGE**

**\*\*All taxes are included in costs\*\***

| Item Description                                                                                                                 | Quantity | Units | Unit Price | Tax Rate | Tax Amount | Net Amount |
|----------------------------------------------------------------------------------------------------------------------------------|----------|-------|------------|----------|------------|------------|
| 00001 ASI#127 Roof Penetrations for Tele/Data (COR#011)- Add flashing for 4- 2" roof penetrations. Western Roofing quote 7/30/08 | 1.000    | LS    | \$385.00   | 0.00%    | \$0.00     | \$385.00   |
| 00002 ASI#110R Exhaust Fan Revision (COR#10)                                                                                     | 1.000    | LS    | \$0.00     | 0.00%    | \$0.00     | \$0.00     |

Unit Cost: \$385.00  
Unit Tax: \$0.00  
Lump Sum: \$0.00  
Lump Tax: \$0.00  
0.0% GC markup: \$0.00  
**Total: \$385.00**

The Original Contract Sum was ..... \$182,990.00  
Net Change by Previously Authorized Requests and Changes ..... \$1,380.00  
The Contract Sum Prior to This Change Order was ..... \$184,370.00  
The Contract Sum Will be Increased ..... \$385.00  
The New Contract Sum Including This Change Order ..... \$184,755.00  
The Contract Time Will Not Be Changed .....  
Date of Substantial Completion as of this Change Order Therefore is .....

**ACCEPTED:**

Western Roofing

By: [Signature]

Petra Incorporated

By: [Signature]

LCA Architects, P.A.

By: [Signature]

Steve Christensen

Date: 11/25/08

Date: 11/23/08

Date: 11/10/08

Expedition ©

CM072934

004777

**MERIDIAN CITY HALL**  
**PROJECT NO: CH-06-001**

**WESTERN ROOFING - Phase 2 (10)**  
**CHANGE ORDER NO 2**

**11/03/08**

**CHANGE ORDER ITEMS**

---

|   |     |      |                                           |        |
|---|-----|------|-------------------------------------------|--------|
| 1 | ASI | 127  | Roof Penetrations for Tele/Data (COR#011) | 385.00 |
|   |     |      | Add flashing for 4 - 2" roof penetrations |        |
|   |     |      | Western Roofing quote 7/30/08             |        |
| 2 | ASI | 110R | Exhaust Fan Revision (COR#10)             | 0.00   |

---

**385.00**

**Estimate**

2609 Keim Lane  
 Nampa, Idaho 83687  
 PH: 208-466-8921  
 Fax: 208-466-6999



| DATE      | ESTIMATE NO. |
|-----------|--------------|
| 7/30/2008 | MCH ASI#...  |

|                                                                   |
|-------------------------------------------------------------------|
| NAME / ADDRESS                                                    |
| Petra Incorporated<br>1097 N. Rosario Place<br>Meridian, Id 83642 |

|     |
|-----|
| REP |
| TD  |

ASI 127  
 CON 11

| DESCRIPTION                                                                                                                  | TOTAL                 |
|------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Meridian City Hall ASI #127                                                                                                  |                       |
| Total Cost for the above mentioned ASI                                                                                       | 385.00                |
| 4 COOROUS - 96.25                                                                                                            |                       |
| <div data-bbox="718 925 1263 1478" data-label="Text"> <p>FLASHING FOR<br/>         WIRELESS EQUIP<br/>         OK</p> </div> |                       |
| Submitted by Ted Davis                                                                                                       | <b>TOTAL</b> \$385.00 |

A finance charge of 21% annually will be  
 charged on all past due accounts.

SIGNATURE

**Estimate**

2609 Keim Lane  
 Nampa, Idaho 83687  
 PH: 208-466-8921  
 Fax: 208-466-6999



| DATE      | ESTIMATE NO. |
|-----------|--------------|
| 7/30/2008 | MCH ASI#...  |

|                                                                   |
|-------------------------------------------------------------------|
| NAME / ADDRESS                                                    |
| Petra Incorporated<br>1097 N. Rosario Place<br>Meridian, Id 83642 |

|     |
|-----|
| REP |
| TD  |

ASI 127  
 CON 11

| DESCRIPTION                                                                                                                | TOTAL  |
|----------------------------------------------------------------------------------------------------------------------------|--------|
| Meridian City Hall ASI #127                                                                                                |        |
| Total Cost for the above mentioned ASI                                                                                     | 385.00 |
| 4 COORDINATORS - 96.25 ON                                                                                                  |        |
| Submitted by Ted Davis                                                                                                     |        |
| <div style="display: flex; justify-content: space-between;"> <span><b>TOTAL</b></span> <span><b>\$385.00</b></span> </div> |        |

A finance charge of 21% annually will be charged on all past due accounts.

SIGNATURE \_\_\_\_\_



ORIGINAL

NO. \_\_\_\_\_  
A.M. \_\_\_\_\_ FILED P.M. 3:33

JUL 09 2010

J. DAVID NAVARRO, Clerk  
By KATHY J. BIEHL  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
Mackenzie Whatcott (ISB No. 6774)  
COSHO HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
Direct Phone: (208) 639-5607  
Cell Phone: (208) 869-1508  
Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**PETRA'S NOTICE OF VACATION OF  
HEARING ON PETRA  
INCORPORATED'S MOTION FOR  
SUMMARY JUDGMENT**

Petra Incorporated ("Petra"), by and through its attorneys of record, Thomas G. Walker of the firm of Cosho Humphrey, LLP, gives notice of the vacation of the July 19, 2010 hearing on its Motion for Summary Judgment.

DATED: July 9, 2010 .

COSHO HUMPHREY, LLP

By: 

THOMAS G. WALKER

Attorneys for Defendant/Counterclaimant

PETRA INCORPORATED'S NOTICE OF VACATION OF HEARING ON MOTION FOR SUMMARY  
JUDGMENT

594966

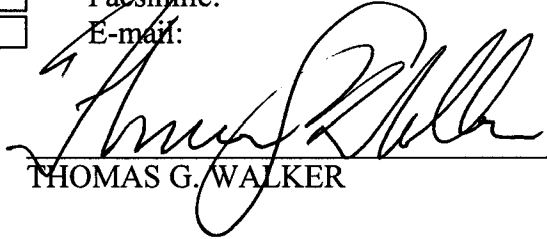
Page 1  
004781

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 9<sup>th</sup> day of July, 2010, a true and correct copy of the  
within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☒ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☐ Facsimile:  
☐ E-mail:

  
THOMAS G. WALKER

ORIGINAL

NO. \_\_\_\_\_ FILED \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. 351

JUL 15 2013

J. DAVID NAVARRO, Clerk  
By A. GARDEN  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB No. 5509)  
Mackenzie Whatcott (ISB No. 6774)  
COSH O HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
Direct Phone: (208) 639-5607  
Cell Phone: (208) 869-1508  
Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [eklein@cosholaw.com](mailto:eklein@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**NOTICE OF TAKING AUDIO-VIDEO  
DEPOSITION *DUCES TECUM* OF  
STEVEN J. AMENTO**

**TO:** PLAINTIFF/COUNTER-DEFENDANT, CITY OF MERIDIAN, BY AND  
THROUGH ITS ATTORNEY OF RECORD

YOU ARE HEREBY NOTIFIED that Defendant/Counterclaimant, Petra Incorporated  
("Petra"), by and through its counsel of record, Thomas G. Walker, will take the testimony, upon  
oral examination pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure,

of **Steven J. Amento**, on **Tuesday** the **17th** day of **August, 2010**, beginning at the hour of **9:00 a.m.**, at the offices of Cosho Humphrey, LLP, 800 Park Blvd., Suite 790, Boise, Idaho 83701, and continuing thereafter until completed. The deposition will be before a Notary Public and Court Reporter for the State of Idaho who will simultaneously make a stenographic record and which will be recorded by audio-video means, at which time and place you are notified to appear and take such part in said examination as shall be deemed just and proper.

YOU ARE FURTHER NOTIFIED that, Petra requires the deponent to produce and make available for inspection and/or copying at his deposition the following documents:

1. All documents<sup>1</sup> provided to you from the City of Meridian or from the offices of Trout Jones Gledhill Fuhrman Gourley, P.A. ("Trout Jones") for this matter;<sup>2</sup>
2. All documents utilized by you in the rendering of your opinion in this matter;
3. Your personal notes, including in electronic and all other forms, regarding this matter;
4. Personal notes, including in electronic and all other forms, of any employee, consultant or agent assisting you in this matter;<sup>3</sup>

---

<sup>1</sup> "Documents" means the original, all copies and drafts of papers and writing of every kinds, description and form, whether handwritten or typed, CDs, DVDs, records and data of every kind, description and form, an all photographs of every kind, and including without limiting the generality of the foregoing, the following: correspondence, letters, notes, e-mails, computer files, memorandum reports, notebooks, binders, drawings, studies, analyses and drafts, diaries and diary entries, calendars, date books, appointment books, day-timers, desk calendars, intra- or inter-office communications, memoranda, reports, minutes, bulletins, circulars, pamphlets, telegrams, instructions, work assignments, messages (including reports, notes and memoranda of telephone conversations and conferences), telephone statements, job or transaction files, books of account, ledgers, invoices, charge slips, working papers, graphs, charts, evaluation or appraisal reports, contracts, agreements, assignments, instruments, opinions, official statements, certificates, licenses, summaries, audio video or sound recordings, cassette tapes, video recorded electronic or laser recorded, or photographed information. Documents are to be taken as including all attachments, enclosures and other documents that are attached to, relate to or refer to such documents.

<sup>2</sup> "This matter" references the new Meridian City Hall Project, which is the subject matter of this litigation.

5. Your work notes, including in electronic and any other form, regarding this matter;

6. Work notes, including electronic and any other form, of any employee, consultant or agent assisting you in this matter;

7. Meeting notes regarding this matter;

8. Calendars<sup>4</sup> appointments of you and any employee, consultant or agent who assisted in you in preparation of your opinion in this matter;<sup>5</sup>

9. All communications<sup>6</sup> between you and any employee, consultant or agent of you and any person related to this matter<sup>7</sup>;

10. All communications between any employee or agent of you and any employee of the City of Meridian and any employee of Trout Jones.

11. All recordings, either voice or video, related to this matter.

12. All photographs related to this matter;

13. All billing records related to this matter;

14. All draft memos, reports, and other documents, prepared by you or any employee, consultant, or agent of yours regarding this matter;

---

<sup>3</sup> The terms "employee, consultant and agent" reference any employee, consultant or agent assisting in any way with your investigation, analysis and preparation of any opinion rendered by you regarding this matter.

<sup>4</sup> Calendars include, but are not limited to, desk calendars, electronically maintained calendars, appointment books, day-timers.

<sup>5</sup> This request is specific for the calendar appointments related to this matter.

<sup>6</sup> "Communications" mean any and all written or oral communications, including but not limited to inter- or --intra-office communications, all memoranda, reports, minutes, email correspondence, letters, facsimiles, recorded telephone conversations, notes taken during telephone conversations, notes taken during any interviews or meetings.

<sup>7</sup> "Person" means a natural person, or an entity, including but not limited to partnerships, limited liability companies, corporations, and trusts. The term "person" includes any individual or entity capable of holding a legal or beneficial interest in property.

15. Copies of all drafts of your July 2, 2010 affidavit:

16. All agreements entered into between the City of Meridian and you related to this matter; and

17. All agreements entered into between you and Trout Jones related to this matter.

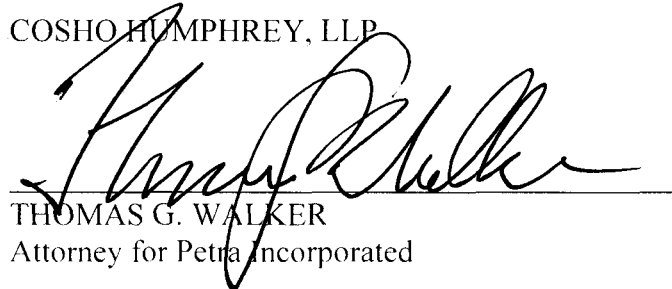
This deposition will be taken pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure for use in pre-trial litigation and at the trial of this matter, and pursuant to the following:

1. The attorney taking the deposition and/or an employee of Cosho Humphrey, LLP will operate the audio-video equipment.

2. Parties will be provided a copy of each DVD.

DATED: July 15, 2010.

COSHO HUMPHREY, LLP



THOMAS G. WALKER  
Attorney for Petra Incorporated

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 15<sup>th</sup> day of July, 2010, a true and correct copy of the within and foregoing Third Amended Notice of Taking Audio Video Deposition Duces Tecum was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☒ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☐ Facsimile:  
☐ E-mail:

  
THOMAS G. WALKER



JUL 15 2010

J. DAVID NAVARRO, Clerk  
By A. GARDEN  
REPUTY

ORIGINAL

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB No. 5509)  
Mackenzie Whatcott (ISB No. 6774)  
COSH O HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
Direct Phone: (208) 639-5607  
Cell Phone: (208) 869-1508  
Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [eklein@cosholaw.com](mailto:eklein@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**NOTICE OF TAKING AUDIO-VIDEO  
DEPOSITION *DUCES TECUM* OF  
TODD WELTNER**

**TO:** PLAINTIFF/COUNTER-DEFENDANT, CITY OF MERIDIAN, BY AND  
THROUGH ITS ATTORNEY OF RECORD

YOU ARE HEREBY NOTIFIED that Defendant/Counterclaimant, Petra Incorporated  
("Petra"), by and through its counsel of record, Thomas G. Walker, will take the testimony, upon  
oral examination pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure,

of **Todd Weltner**, on **Wednesday the 18th day of August, 2010**, beginning at the hour of **8:30 a.m.**, at the offices of Cosho Humphrey, LLP, 800 Park Blvd., Suite 790, Boise, Idaho 83701, and continuing thereafter until completed. The deposition will be before a Notary Public and Court Reporter for the State of Idaho who will simultaneously make a stenographic record and which will be recorded by audio-video means, at which time and place you are notified to appear and take such part in said examination as shall be deemed just and proper.

YOU ARE FURTHER NOTIFIED that, Petra requires the deponent to produce and make available for inspection and/or copying at his deposition the following documents:

1. All documents<sup>1</sup> provided to you from the City of Meridian or from the offices of Trout Jones Gledhill Fuhrman Gourley, P.A. ("Trout Jones") for this matter;<sup>2</sup>
2. All documents utilized by you in the rendering of your opinion in this matter;
3. Your personal notes, including in electronic and all other forms, regarding this matter;
4. Personal notes, including in electronic and all other forms, of any employee,

---

<sup>1</sup> "Documents" means the original, all copies and drafts of papers and writing of every kinds, description and form, whether handwritten or typed, CDs, DVDs, records and data of every kind, description and form, an all photographs of every kind, and including without limiting the generality of the foregoing, the following: correspondence, letters, notes, e-mails, computer files, memorandum reports, notebooks, binders, drawings, studies, analyses and drafts, diaries and diary entries, calendars, date books, appointment books, day-timers, desk calendars, intra- or inter-office communications, memoranda, reports, minutes, bulletins, circulars, pamphlets, telegrams, instructions, work assignments, messages (including reports, notes and memoranda of telephone conversations and conferences), telephone statements, job or transaction files, books of account, ledgers, invoices, charge slips, working papers, graphs, charts, evaluation or appraisal reports, contracts, agreements, assignments, instruments, opinions, official statements, certificates, licenses, summaries, audio video or sound recordings, cassette tapes, video recorded electronic or laser recorded, or photographed information. Documents are to be taken as including all attachments, enclosures and other documents that are attached to, relate to or refer to such documents.

<sup>2</sup> "This matter" references the new Meridian City Hall Project, which is the subject matter of this litigation.

consultant or agent assisting you in this matter;<sup>3</sup>

5. Your work notes, including in electronic and any other form, regarding this matter;

6. Work notes, including electronic and any other form, of any employee, consultant or agent assisting you in this matter;

7. Meeting notes regarding this matter;

8. Calendars<sup>4</sup> appointments of you and any employee, consultant or agent who assisted in you in preparation of your opinion in this matter;<sup>5</sup>

9. All communications<sup>6</sup> between you and any employee, consultant or agent of you and any person related to this matter<sup>7</sup>;

10. All communications between any employee or agent of you and any employee of the City of Meridian and any employee of Trout Jones.

11. All recordings, either voice or video, related to this matter.

12. All photographs related to this matter;

13. All billing records related to this matter;

---

<sup>3</sup> The terms "employee, consultant and agent" reference any employee, consultant or agent assisting in any way with your investigation, analysis and preparation of any opinion rendered by you regarding this matter.

<sup>4</sup> Calendars include, but are not limited to, desk calendars, electronically maintained calendars, appointment books, day-timers.

<sup>5</sup> This request is specific for the calendar appointments related to this matter.

<sup>6</sup> "Communications" mean any and all written or oral communications, including but not limited to inter- or intra-office communications, all memoranda, reports, minutes, email correspondence, letters, facsimiles, recorded telephone conversations, notes taken during telephone conversations, notes taken during any interviews or meetings.

<sup>7</sup> "Person" means a natural person, or an entity, including but not limited to partnerships, limited liability companies, corporations, and trusts. The term "person" includes any individual or entity capable of holding a legal or beneficial interest in property.

14. All draft memos, reports, and other documents, prepared by you or any employee, consultant, or agent of yours regarding this matter;

15. Copies of all drafts of your May 24, 2010 affidavit and your Second Affidavit dated July 6, 2010;

16. All agreements entered into between the City of Meridian and you related to this matter; and

17. All agreements entered into between you and Trout Jones related to this matter.

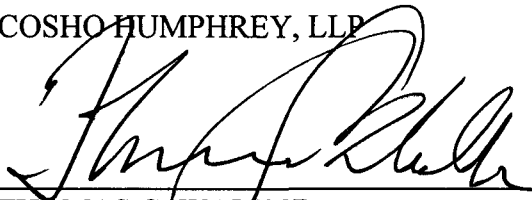
This deposition will be taken pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure for use in pre-trial litigation and at the trial of this matter, and pursuant to the following:

1. The attorney taking the deposition and/or an employee of Cosho Humphrey, LLP will operate the audio-video equipment.

2. Parties will be provided a copy of each DVD.

DATED: July 15, 2010.

COSHO HUMPHREY, LLP

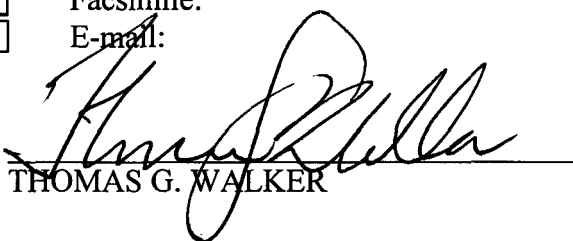
  
THOMAS G. WALKER  
Attorney for Petra Incorporated

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 15<sup>th</sup> day of July, 2010, a true and correct copy of the within and foregoing Third Amended Notice of Taking Audio Video Deposition Duces Tecum was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

|                                     |                   |
|-------------------------------------|-------------------|
| <input checked="" type="checkbox"/> | U.S. Mail         |
| <input type="checkbox"/>            | Hand Delivery     |
| <input type="checkbox"/>            | Overnight Courier |
| <input type="checkbox"/>            | Facsimile:        |
| <input type="checkbox"/>            | E-mail:           |

  
THOMAS G. WALKER

ORIGINAL

NO. \_\_\_\_\_ FILED \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. 30

JUL 15 2010

J. DAVID NAVARRO, Clerk  
By A. GARDEN  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB No. 5509)  
Mackenzie Whatcott (ISB No. 6774)  
COSHO HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
Direct Phone: (208) 639-5607  
Cell Phone: (208) 869-1508  
Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [eklein@cosholaw.com](mailto:eklein@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**NOTICE OF TAKING AUDIO-VIDEO  
DEPOSITION *DUCES TECUM* OF  
LAURA KNOTHE**

**TO:** PLAINTIFF/COUNTER-DEFENDANT, CITY OF MERIDIAN, BY AND  
THROUGH ITS ATTORNEY OF RECORD

YOU ARE HEREBY NOTIFIED that Defendant/Counterclaimant, Petra Incorporated  
("Petra"), by and through its counsel of record, Thomas G. Walker, will take the testimony, upon  
oral examination pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure,

of **Laura Knothe**, on **Wednesday the 11th day of August, 2010**, beginning at the hour of **9:00 a.m.**, at the offices of Cosho Humphrey, LLP, 800 Park Blvd., Suite 790, Boise, Idaho 83701, and continuing thereafter until completed. The deposition will be before a Notary Public and Court Reporter for the State of Idaho who will simultaneously make a stenographic record and which will be recorded by audio-video means, at which time and place you are notified to appear and take such part in said examination as shall be deemed just and proper.

YOU ARE FURTHER NOTIFIED that, Petra requires the deponent to produce and make available for inspection and/or copying at his deposition the following documents:

1. All documents<sup>1</sup> provided to you from the City of Meridian or from the offices of Trout Jones Gledhill Fuhrman Gourley, P.A. (“Trout Jones”) for this matter;<sup>2</sup>
2. All documents utilized by you in the rendering of your opinion in this matter;
3. Your personal notes, including in electronic and all other forms, regarding this matter;
4. Personal notes, including in electronic and all other forms, of any employee,

---

<sup>1</sup> “Documents” means the original, all copies and drafts of papers and writing of every kinds, description and form, whether handwritten or typed, CDs, DVDs, records and data of every kind, description and form, an all photographs of every kind, and including without limiting the generality of the foregoing, the following: correspondence, letters, notes, e-mails, computer files, memorandum reports, notebooks, binders, drawings, studies, analyses and drafts, diaries and diary entries, calendars, date books, appointment books, day-timers, desk calendars, intra- or inter-office communications, memoranda, reports, minutes, bulletins, circulars, pamphlets, telegrams, instructions, work assignments, messages (including reports, notes and memoranda of telephone conversations and conferences), telephone statements, job or transaction files, books of account, ledgers, invoices, charge slips, working papers, graphs, charts, evaluation or appraisal reports, contracts, agreements, assignments, instruments, opinions, official statements, certificates, licenses, summaries, audio video or sound recordings, cassette tapes, video recorded electronic or laser recorded, or photographed information. Documents are to be taken as including all attachments, enclosures and other documents that are attached to, relate to or refer to such documents.

<sup>2</sup> “This matter” references the new Meridian City Hall Project, which is the subject matter of this litigation.



consultant or agent assisting you in this matter;<sup>3</sup>

5. Your work notes, including in electronic and any other form, regarding this matter;

6. Work notes, including electronic and any other form, of any employee, consultant or agent assisting you in this matter;

7. Meeting notes regarding this matter;

8. Calendars<sup>4</sup> appointments of you and any employee, consultant or agent who assisted in you in preparation of your opinion in this matter;<sup>5</sup>

9. All communications<sup>6</sup> between you and any employee, consultant or agent of you and any person related to this matter<sup>7</sup>;

10. All communications between any employee or agent of you and any employee of the City of Meridian and any employee of Trout Jones.

11. All recordings, either voice or video, related to this matter.

12. All photographs related to this matter;

13. All billing records related to this matter;

---

<sup>3</sup> The terms "employee, consultant and agent" reference any employee, consultant or agent assisting in any way with your investigation, analysis and preparation of any opinion rendered by you regarding this matter.

<sup>4</sup> Calendars include, but are not limited to, desk calendars, electronically maintained calendars, appointment books, day-timers.

<sup>5</sup> This request is specific for the calendar appointments related to this matter.

<sup>6</sup> "Communications" mean any and all written or oral communications, including but not limited to inter- or -intra-office communications, all memoranda, reports, minutes, email correspondence, letters, facsimiles, recorded telephone conversations, notes taken during telephone conversations, notes taken during any interviews or meetings.

<sup>7</sup> "Person" means a natural person, or an entity, including but not limited to partnerships, limited liability companies, corporations, and trusts. The term "person" includes any individual or entity capable of holding a legal or beneficial interest in property.

14. All draft memos, reports, and other documents, prepared by you or any employee, consultant, or agent of yours regarding this matter;

15. Copies of all drafts of your July 6, 2010 affidavit;

16. All agreements entered into between the City of Meridian and you related to this matter; and

17. All agreements entered into between you and Trout Jones related to this matter.

This deposition will be taken pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure for use in pre-trial litigation and at the trial of this matter, and pursuant to the following:

1. The attorney taking the deposition and/or an employee of Cosho Humphrey, LLP will operate the audio-video equipment.

2. Parties will be provided a copy of each DVD.

DATED: July 15, 2010.

COSHO HUMPHREY, LLP

A handwritten signature in black ink, appearing to read 'Thomas G. Walker', is written over a horizontal line.

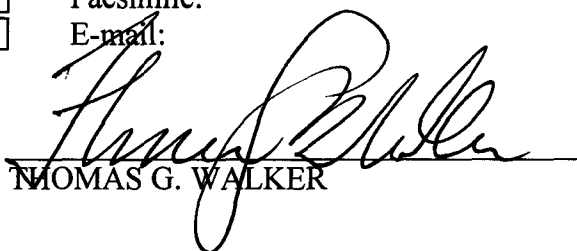
THOMAS G. WALKER  
Attorney for Petra Incorporated

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 15<sup>th</sup> day of July, 2010, a true and correct copy of the within and foregoing Third Amended Notice of Taking Audio Video Deposition Duces Tecum was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☒ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☐ Facsimile:  
☐ E-mail:

  
THOMAS G. WALKER

ORIGINAL

NO. \_\_\_\_\_  
A.M. \_\_\_\_\_ FILED P.M. \_\_\_\_\_

JUL 15 2010

J. DAVID NAVARRO, Clerk  
By A. GARDEN  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB No. 5509)  
Mackenzie Whatcott (ISB No. 6774)  
COSH O HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
Direct Phone: (208) 639-5607  
Cell Phone: (208) 869-1508  
Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [eklein@cosholaw.com](mailto:eklein@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**SECOND AMENDED NOTICE OF  
TAKING AUDIO-VIDEO DEPOSITION  
OF TED BAIRD**

**TO: PLAINTIFF/COUNTER-DEFENDANT, CITY OF MERIDIAN, BY AND  
THROUGH ITS ATTORNEY OF RECORD**

YOU ARE HEREBY NOTIFIED that Defendant/Counterclaimant, Petra Incorporated,  
by and through its counsel of record, Thomas G. Walker, will take the testimony, upon oral  
examination pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure, of

EV

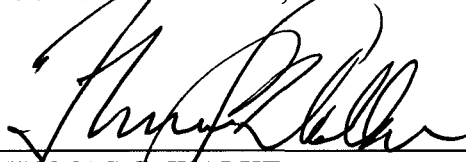
**Ted Baird**, on **Thursday the 12th day of August, 2010**, beginning at the hour of **9:00 a.m.**, at the offices of Cosho Humphrey, LLP, 800 Park Blvd., Suite 790, Boise, Idaho 83701, and continuing thereafter until completed. The deposition will be before a Notary Public and Court Reporter for the State of Idaho who will simultaneously make a stenographic record and which will be recorded by audio-video means, at which time and place you are notified to appear and take such part in said examination as shall be deemed just and proper.

This deposition will be taken pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure for use in pre-trial litigation and at the trial of this matter, and pursuant to the following:

1. The attorney taking the deposition and/or an employee of Cosho Humphrey, LLP will operate the audio-video equipment.
2. Parties will be provided a copy of each DVD.

DATED: July 15, 2010.

COSHO HUMPHREY, LLP



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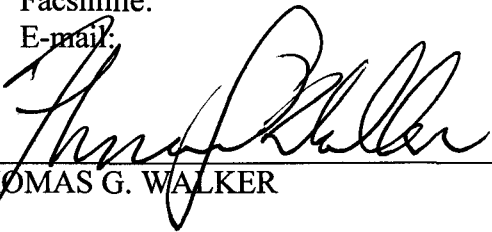
THOMAS G. WALKER  
Attorney for Petra Incorporated

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 15<sup>th</sup> day of July, 2010, a true and correct copy of the within and foregoing Amended Notice of Taking Audio Video Deposition was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

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| <input checked="" type="checkbox"/> | U.S. Mail         |
| <input type="checkbox"/>            | Hand Delivery     |
| <input type="checkbox"/>            | Overnight Courier |
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| <input type="checkbox"/>            | E-mail:           |

  
THOMAS G. WALKER

ORIGINAL

NO. \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. 3:01

JUL 15 2010

J. DAVID NAVARRO, Clerk  
By A. GARDEN  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB No. 5509)  
Mackenzie Whatcott (ISB No. 6774)  
COSH O HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
Direct Phone: (208) 639-5607  
Cell Phone: (208) 869-1508  
Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [eklein@cosholaw.com](mailto:eklein@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant/Counterclaimant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF**

**THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**NOTICE OF TAKING THE  
CONTINUED AUDIO-VIDEO  
DEPOSITION OF KEITH WATTS**

**TO: PLAINTIFF/COUNTER-DEFENDANT, CITY OF MERIDIAN, BY AND  
THROUGH ITS ATTORNEY OF RECORD**

YOU ARE HEREBY NOTIFIED that Defendant/Counterclaimant, Petra Incorporated,  
by and through its counsel of record, Thomas G. Walker, will take the testimony, upon oral  
examination pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure, of

EW



**Keith Watts**, on **Wednesday the 28th day of July, 2010**, beginning at the hour of **9:00 a.m.**, at the offices of Cosho Humphrey, LLP, 800 Park Blvd., Suite 790, Boise, Idaho 83701, and continuing thereafter until completed. The deposition will be before a Notary Public and Court Reporter for the State of Idaho who will simultaneously make a stenographic record and which will be recorded by audio-video means, at which time and place you are notified to appear and take such part in said examination as shall be deemed just and proper.

This deposition will be taken pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure for use in pre-trial litigation and at the trial of this matter, and pursuant to the following:

1. The attorney taking the deposition and/or an employee of Cosho Humphrey, LLP will operate the audio-video equipment.
2. Parties will be provided a copy of each DVD.

DATED: July 15, 2010.

COSHO HUMPHREY, LLP

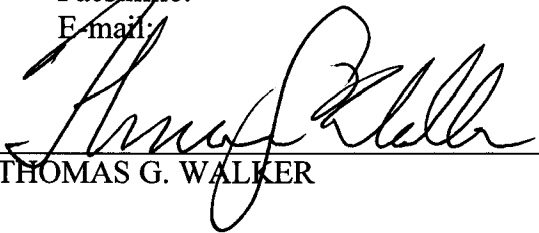
  
THOMAS G. WALKER  
Attorney for Petra Incorporated

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 15th day of July, 2010, a true and correct copy of the within and foregoing Amended Notice of Taking Audio Video Deposition was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☒ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☐ Facsimile:  
☐ E-mail:

  
THOMAS G. WALKER

JUL 15 2010

J. DAVID NAVARRO, Clerk  
By A. GARDEN  
DEPUTY

ORIGINAL

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB No. 5509)  
Mackenzie Whatcott (ISB No. 6774)  
COSHO HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
Direct Phone: (208) 639-5607  
Cell Phone: (208) 869-1508  
Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [eklein@cosholaw.com](mailto:eklein@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**THIRD AMENDED NOTICE OF  
TAKING AUDIO-VIDEO DEPOSITION  
DUCES TECUM OF FRANKLIN G. LEE**

**TO: PLAINTIFF/COUNTER-DEFENDANT, CITY OF MERIDIAN, BY AND  
THROUGH ITS ATTORNEY OF RECORD**

YOU ARE HEREBY NOTIFIED that Defendant/Counterclaimant, Petra Incorporated  
("Petra"), by and through its counsel of record, Thomas G. Walker, will take the testimony, upon  
oral examination pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure,

EW

of **Franklin G. Lee**, on **Friday the 20th day of August, 2010**, beginning at the hour of **9:00 a.m.**, at the offices of Cosho Humphrey, LLP, 800 Park Blvd., Suite 790, Boise, Idaho 83701, and continuing thereafter until completed. The deposition will be before a Notary Public and Court Reporter for the State of Idaho who will simultaneously make a stenographic record and which will be recorded by audio-video means, at which time and place you are notified to appear and take such part in said examination as shall be deemed just and proper.

YOU ARE FURTHER NOTIFIED that, Petra requires the deponent to produce and make available for inspection and/or copying at his deposition the following documents:

1. All non-privileged documents in your file regarding the Construction Management Agreement between the City of Meridian and Petra Incorporated.
2. A Privilege Log on the form attached regarding any documents in your file that you are claiming privilege.

This deposition will be taken pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure for use in pre-trial litigation and at the trial of this matter, and pursuant to the following:

1. The attorney taking the deposition and/or an employee of Cosho Humphrey, LLP will operate the audio-video equipment.
2. Parties will be provided a copy of each DVD.

DATED: July 15, 2010.

COSHO HUMPHREY, LLP

  
THOMAS G. WALKER

Attorney for Petra Incorporated

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 15th day of July, 2010, a true and correct copy of the within and foregoing Third Amended Notice of Taking Audio Video Deposition *Duces Tecum* was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

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\_\_\_\_\_  
THOMAS G. WALKER

The City of Meridian, an Idaho Municipal Corporation,  
v. Petra Incorporated an Idaho corporation

Privilege Log re: Documents Produced by Franklin Lee During Deposition August 20, 2010

| BATES FROM | BATES TO | DATE | DOCUMENT TYPE | TO | FROM/SIGNED | DESCRIPTION | REDACTION | PRIVILEGE OR BASIS FOR REDACTING |
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**The City of Meridian, an Idaho Municipal Corporation,  
v. Petra Incorporated an Idaho corporation**

**Privilege Log re: Documents Produced by Franklin Lee During Deposition August 20, 2010**

[illegible]

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.

225 North 9th Street, Suite 820

P.O. Box 1097

Boise, ID 83701

Telephone: (208) 331-1170

Facsimile: (208) 331-1529

Attorneys for Plaintiff

NO. \_\_\_\_\_  
A.M. \_\_\_\_\_ FILED P.M. 3:29

JUL 19 2010

J. DAVID NAVARRO, Clerk  
By A. GARDEN  
DEPUTY

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho  
Corporation,

Defendant.

Case No. CV OC 09-7257

**PLAINTIFF'S MEMORANDUM IN  
OPPOSITION TO PETRA'S MOTION  
FOR LEAVE TO FILE FIRST  
AMENDED ANSWER AND SECOND  
AMENDED COUNTERCLAIM**

COMES NOW the Plaintiff/Counterdefendant City of Meridian ("City"), by and through its counsel of record, Kim J. Trout of the firm Trout Jones Gledhill Fuhrman Gourley, P.A., and hereby submits the following Memorandum in Opposition to Petra's Motion for Leave to File First Amended Answer and Second Amended Counterclaim. The City hereby incorporates the prior affidavits, pleadings and records on file in this matter.

**I. INTRODUCTION**

While Petra may have *technically* complied with deadline in the Scheduling Order, its Motion to Amend is untimely, unduly prejudicial to the City and was made in bad faith. After the parties have undertaken voluminous discovery, numerous depositions, filed summary judgment motions, and with trial only a few months away, Petra now seeks to file an Amended Answer and Second Amended Counterclaim that more than doubles the size of its previous filing. To this point, the



parties have spent hundreds of hours and tens of thousands of dollars to pursue their respective claims and prepare this matter for trial. Now, Petra would like to assert a new tort claim for over six million dollars.

In considering Petra's Motion, it is essential that the Court carefully examine its Amended Answer and Second Amended Counterclaim ("Amendment") for what it truly is - an attempt to add completely new causes of action disguised as "damage clarifications." In reality, Petra's Amendment adds over twenty (20) pages of allegations aimed at pursuing a claim for interference with a prospective economic advantage. For the reasons set forth herein, Petra's Amendment is untimely, unduly prejudicial, submitted in bad faith and based upon facts that, even if valid, were known by Petra for months if not years.

## II. LEGAL STANDARD

"Although leave to amend is to be freely given, I.R.C.P. 15(a), the decision to grant or refuse permission to amend is left to the sound discretion of the trial court." *Jones v. Watson*, 98 Idaho 606, 610, 570 P.2d 284, 288 (1977). "[A]n order denying a motion to amend will not be reversed absent an abuse of discretion. *Hickle v. Winey*, 126 Idaho 993, 895 P.2d 594 (Ct. App. 1995). A court considering a motion to amend, may deny the motion where factors such as **undue delay, bad faith or dilatory motive, or undue prejudice** to the opposing party may occur by virtue of the amendment. *E.g., Smith v. Great Basin Grain Co.*, 98 Idaho 266, 272-73, 561 P.2d 1299, 1305-06 (1977) (emphasis added) (citing *Foman v. Davis*, 371 U.S. 178 (1962)).

"Timeliness of a motion for leave to amend is not decisive, but it is important in view of ... factors such as undue delay, bad faith, and prejudice to the opponent." *Spur Products Corp.*, 142 Idaho at 41, 122 P.3d at 303 (emphasis added). In addition, a motion to amend that is not based on newly discovered evidence, but rather on facts already known to the moving party is improper. *Indian Springs, LLC v. Indian Springs Land Inv., LLC*, 147 Idaho 737, 215 P.3d 457 (2009).

### III. ARGUMENT

#### A. Petra's Amendment is Untimely, Unduly Prejudicial and was Submitted in Bad Faith.

Here, Petra waited to add a tort claim (without providing any elements or details for such a claim)<sup>1</sup> until after voluminous discovery has been conducted and numerous depositions had been taken of key Petra personnel with no mention of a tort claim for interference with prospective economic advantage. The City has previously taken the depositions of Jerry Frank (March 3, 2010), Gene Bennett (February 19, 2010, June 22, 2010, and April 20, 2010), Tom Coughlin (June 21, 2010, February 26, 2010) and Tom Coughlin as the 30(b)(6) representative (March 4, 2010).

Further, it is no coincidence that Petra's Motion to Amend corresponds with its most recent damage calculation that was received by the City on June 25, 2010. The excerpt below is taken from a June 25, 2010 letter from Petra's counsel, Thomas Walker.

|                                                                              |                            |
|------------------------------------------------------------------------------|----------------------------|
| Unpaid invoices for the City Hall project                                    | \$ 74,894.25               |
| Unpaid invoices for the east parking lot                                     | 51,152.79                  |
| Petra's revised Change Order No. 2                                           | 522,589.00                 |
| Accrued interest as of May 31, 2010 at .75% per month                        | 93,525.82                  |
| Accrued interest from May 31 to July 31, 2010                                | 9,766.20                   |
| Attorney fees as of June 25, 2010                                            | 318,597.00                 |
| Litigation costs as of June 25, 2010                                         | 125,961.18                 |
| <b><u>Diversion of management's time and lost business opportunities</u></b> | <b><u>6,099,224.83</u></b> |
| Total                                                                        | \$7,295,711.07             |
| Round to                                                                     | \$7,300,000.00             |

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<sup>1</sup> Tortious interference with a prospective economic advantage has five elements: (1) The existence of a valid economic expectancy; (2) knowledge of the expectancy on the part of the interferer; (3) intentional interference inducing termination of the expectancy; (4) the interference was wrongful by some measure beyond the fact of the interference itself (i.e. that the defendant interfered for an improper purpose or improper means) and (5) resulting damage to the plaintiff whose expectancy has been disrupted. This tort requires a showing that the interference was wrongful beyond the fact of interference itself.

*Commercial Ventures, Inc. v. Rex M. & Lynn Lea Family Trust*, 145 Idaho 208, 217, 177 P.3d 955, 964 (2008).

*Willie Affidavit*, Ex. A, excerpt from the Thomas Walker letter dated June 25, 2010. As one can see, Petra's Amendment is simply an attempt to add a new cause of action for over six million dollars.

Of additional critical importance, is Petra's total failure to allege, or attempt, any compliance with the Idaho Tort Claims Act. Petra's attempt to seek additional non-contract claims, or tort claims, is futile. Petra has failed to comply with Idaho Code § 50-219 (the Idaho Tort Claims Act). As such, any non-contract claim is barred by the provisions of the statute as Petra has failed to even seek to comply with the act, let alone plead and prove successful compliance with the condition precedent.

Of equal import, any added contract claims (or theories of claims) are likewise futile. Petra is required under the CMA to provide the City 21 days notice of any claim arising from the contract, or the claim is waived. Petra has failed to plead or allege, and cannot successfully plead or allege, compliance with the 21 day notice provision. Thus as a matter of law, Petra's claims are barred.

After removing the smoke screen from Petra's Amendment, it is apparent that Petra seeks to add entirely new causes of action after the City has already deposed those individuals at Petra with knowledge regarding the newly alleged claims and damages. Petra is trying to sneak one through the "back door" under the guise of "clarification to damages."<sup>2</sup> *Petra's Memorandum in Support of Motion to Amend*, p. 4; Amendment, p. 42. Accordingly, the proposed amendment should be seen not as a mere attempt to clarify damages but an entirely new cause of action that would require re-deposing numerous individuals and vastly expanding discovery within a very limited time frame prior to trial. In effect, Petra's amendment would require that the City 'start over' in its defense of Petra's claims.

In addition to the fundamental concept of justice and fairness, authority exists from various

---

<sup>2</sup> While it is evident that Petra is seeking to add a tort claim for interference with prospective economic advantage, the City is not able to discern the cause of action for "diversion of personnel's time from their legitimate business duties" or other confusing references that Petra is relying upon to calculate its most recent damage assertion. *Petra's Amendment*, p. 42.

courts refusing to allow a party to amend a pleading under similar circumstances where delay, bad faith, and prejudice have been found to exist.

It is within the district court's discretion to deny leave to amend where new claims **radically shift the nature of the case**, requiring the opposing party to engage in **substantial new discovery or to undertake an entirely new course of argument late in the case**. *Morongo Band of Mission Indians v. Rose*, 893 F.2d 1074 (9th Cir.1990) (affirming denial of leave to amend where party sought to add federal racketeering claims late in litigation); *Texaco, Inc. v. Ponsoldt*, 939 F.2d 794, 798-99 (9th Cir.1991) (affirming denial of leave where defendant would have been unreasonably prejudiced by addition of new claims only four months before trial); *Kaplan*, 49 F.3d at 1370 (affirming denial where **parties had already engaged in voluminous discovery**).

*Lockheed Martin Corp. v. Network Solutions, Inc.*, 175 F.R.D. 640 (N.D. Cal. 1997) (emphasis added) (citing *Kaplan v. Rose*, 49 F.3d 1363, 1370 (9th Cir. 1994). “The district court found that [defendant] would suffer prejudice if [plaintiff] were allowed to amend the complaint, stating: the parties have engaged in voluminous and protracted discovery. Expense, delay, and wear and tear on individuals and companies count toward prejudice. Trial was only two months away, and discovery was completed.” *Kaplan*, 49 F.3d at 1370.

Likewise in *Berry v. New Jersey State Prison*, 2009 WL 250269 (D. N.J. 2009), the court found it suggestive of bad faith when the plaintiff waited until after her deposition and the depositions of other related parties were completed before moving to amend. *Id.* The court held that granting the motion to amend would cause significant prejudice to the non-moving party because it threatens to significantly expand discovery and the scope of the litigation. *Id.* If the motion were granted, the non-moving party “**would be severely prejudiced if forced to incur additional legal fees associated with starting all depositions over.**” *Id.* (emphasis added).

This court concludes that permitting plaintiffs' proposed amendment would be unfairly prejudicial to defendant. Defendant completed discovery, concluded depositions, and prepared its dispositive motion with no notice that plaintiffs would raise an [an additional] claim in their summary judgment briefing. Permitting plaintiffs to now seek to litigate this claim is not in the interests of justice.

*Poore v. Simpson Paper Co.*, 2005 WL 2620533 at \*8 (D. Or. 2005). A “party is not entitled to wait until the discovery cutoff date has passed and a motion for summary judgment has been filed on the basis of claims asserted in the original complaint before introducing entirely different legal theories in an amended complaint.” *Id.* at \*9; (citing *Priddy v. Edelman*, 883 F.2d 438 (6th Cir. 1989)); *Acri v. Int’l Ass’n of Machinist & Aerospace Workers*, 781 F.2d 1393, 1398-99 (9th Cir.1986), *cert. denied*, 479 U.S. 816 (1986).

Like the cases cited above, Petra’s conduct cannot be rewarded by allowing it to amend its Answer and Counterclaim. If Petra’s Amendment were allowed to proceed at this stage of the litigation, the City would be severely prejudiced in having to re-depose all of the Petra representatives and employees regarding a new six million dollar claim that has previously gone unmentioned. In addition, Petra’s attempt to disguise its new cause of action as a “damage clarification” is further evidence of its continued bad faith in this litigation. Accordingly, Petra’s Motion to Amend should be denied.

**B. The Allegations in Petra’s Motion to Amend, Even if Valid, Were Already Known to Petra and, Thus, Cannot be a Basis to Move to Amend its Answer and Counterclaim.**

A motion to amend that is not based on newly discovered evidence, but rather on facts already know to the moving party is improper. *Indian Springs, LLC v. Indian Springs Land Inv., LLC*, 147 Idaho 737, 215 P.3d 457 (2009). “Greater weight is given to the undue delay factor where fact and theories sought to be added were known to the moving party early in the litigation.” *Lockheed Martin Corp. v. Network Solutions, Inc.*, 175 F.R.D. 640 (N.D. Cal. 1997) (citing *Kaplan v. Rose*, 49 F.3d 1363, 1370 (9th Cir. 1994).

In this matter, even if the claims were valid, it is abundantly clear that the factual basis for the amendments existed long before the instant filing, and well before any of the substantial discovery in this matter had taken place. For example, Petra first made its claim for damages in

November of 2007 when Petra asserted a claim for Change Order No. 2. Thus at that time, Petra knew or should have known that the City was not acting on the claim because it was untimely and failed to comply with the requirements of the Construction Management Agreement. Likewise, as of April 2009, when this action was commenced, Petra knew or should have known that the City was disputing Petra's claims and had claims for damages arising from Petra's material breach of the Construction Management Agreement as well as severe breaches of its fiduciary duty of trust which it had contractually assumed to undertake as part of the CMA. Finally, Petra has known (since it submitted the fraudulent invoices in March of 2008) and since the initial deposition of Gene Bennett in February of this year, that it had committed fraud by submitting false invoices for payment for re-work done by Prime Contractors which was caused by Petra's negligent performance in construction management.

In sum, even if this Court could overlook the severe prejudice, apparent bad faith, and lack of legal merit to Petra's amendments, Petra's belated motion should be denied in view of the clear lack of any good reason for its failure to assert these purported claims earlier in the litigation when it clearly knew, or should have known, of their existence.

#### IV. CONCLUSION

For the reasons stated above, this Court should deny Petra's Motion for Leave to file First Amended Answer and Second Amended Counterclaim.

DATED this 19 day of July, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN  
♦ GOURLEY, P.A.

By: Kim J. Trout (for)  
Kim J. Trout  
Attorneys for Plaintiff

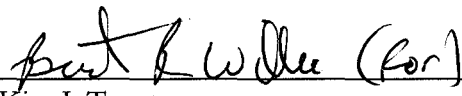
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 19 day of July, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker  
MacKenzie Whatcott  
COSHO HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P.O. Box 9518  
Boise, Idaho 83707-9518  
Direct Facsimile: (208) 639-5609

Hand Delivered  
U.S. Mail  
Fax  
Email

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\_\_\_\_\_  
Kim J. Trout

JUL 19 2010

J. DAVID NAVARRO, Clerk  
By A. GARDEN  
DEPUTY

KIM J. TROUT, ISB # 2468  
TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦  
GOURLEY, P.A.  
225 North 9th Street, Suite 820  
P.O. Box 1097  
Boise, ID 83701  
Telephone: (208) 331-1170  
Facsimile: (208) 331-1529

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho  
Corporation,

Defendant.

Case No. CV OC 09-07257

AFFIDAVIT OF BURT R. WILLIE IN  
SUPPORT OF PLAINTIFF'S  
MEMORANDUM IN OPPOSITION TO  
PETRA'S MOTION FOR LEAVE TO  
FILE FIRST AMENDED ANSWER AND  
SECOND AMENDED  
COUNTERCLAIM

STATE OF IDAHO )  
County of ADA ) :ss

BURT R. WILLIE, being duly sworn upon oath, deposes and says:

1. I am at least eighteen (18) years of age and am competent to testify regarding the matters set forth herein.

2. I am a member of the law firm of TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A., representing the Plaintiff City of Meridian (the "City") in this matter, and I make the following statements based upon my own personal knowledge.

AFFIDAVIT OF BURT R. WILLIE IN SUPPORT OF PLAINTIFF'S MEMORANDUM IN OPPOSITION TO PETRA'S MOTION FOR LEAVE TO FILE FIRST AMENDED ANSWER AND SECOND AMENDED COUNTERCLAIM - 1

004817



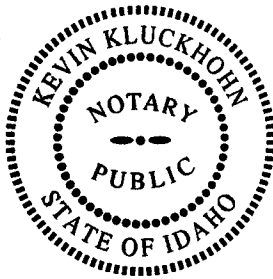
3. Attached hereto as **Exhibit "A,"** and fully incorporated herein by this reference, is a true and correct redacted copy of the June 25, 2010 letter received by our office from Thomas Walker.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦  
GOURLEY, PA

By: Burt R. Willie  
Burt R. Willie

Subscribed and sworn to before me this 19<sup>th</sup> day of July, 2010.



Kevin Kluckhohn  
Notary Public, State of Idaho  
Residing at: Meridian, ID  
My commission expires: November 3, 2014

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 19 day of July, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker  
MacKenzie Whatcott  
COSHO HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P.O. Box 9518  
Boise, Idaho 83707-9518  
Direct Facsimile: (208) 639-5609

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| Fax            | <input checked="" type="checkbox"/> |
| Email          | <input type="checkbox"/>            |

Burt R. Willie  
Burt R. Willie  
Kim J. Trout

# COSHO HUMPHREY, LLP

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THOMAS G. WALKER

[twalker@cosholaw.com](mailto:twalker@cosholaw.com)

[www.ricolawblog.com](http://www.ricolawblog.com)

June 25, 2010

## Confidential Settlement Offer – Rule 408, Idaho Rules of Evidence

Kim J. Trout, Esq.

Trout Jones Gledhill Fuhrman, P.A.

225 North 9<sup>th</sup> Street, Suite 820

P.O. Box 1097

Boise, Idaho 83701

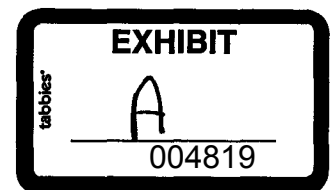
Via email to: [kt trout@idalaw.com](mailto:kt trout@idalaw.com)

Re: City of Meridian v. Petra Incorporated

Ada County Case No. 09-07257

CH File No. 20771-008

Dear Kim:



---

|                                                                |                     |
|----------------------------------------------------------------|---------------------|
| Unpaid invoices for the City Hall project                      | \$ 74,894.25        |
| Unpaid invoices for the east parking lot                       | 51,152.79           |
| Petra's revised Change Order No. 2                             | 522,589.00          |
| Accrued interest as of May 31, 2010 at .75% per month          | 93,525.82           |
| Accrued interest from May 31 to July 31, 2010                  | 9,766.20            |
| Attorney fees as of June 25, 2010                              | 318,597.00          |
| Litigation costs as of June 25, 2010                           | 125,961.18          |
| Diversion of management's time and lost business opportunities | <u>6,099,224.83</u> |
| Total                                                          | \$7,295,711.07      |
| Round to                                                       | \$7,300,000.00      |

Of considerable importance are the diversion of management's time and lost business opportunities that Petra has suffered as a direct result of the City's breach of contract and breach of the covenant of good faith and fair dealing.

Very truly yours,

/s/

THOMAS G. WALKER

Enclosure

cc: Jerry Frank, w/o encl. (via email)  
Gene Bennett, w/o encl. (via email)  
Tom Coughlin, w/o encl. (via email)  
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ORIGINAL

NO. \_\_\_\_\_ FILED 357  
A.M. \_\_\_\_\_ P.M.

**JUL 19 2010**

**J. DAVID NAVARRO, Clerk**  
By **L. AMES**  
DEPUTY

**Thomas G. Walker (ISB 1856)**  
**Erika Klein (ISB 5509)**  
**Mackenzie Whatcott (ISB 6774)**  
**COSHO HUMPHREY, LLP**  
**800 Park Blvd., Suite 790**  
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**mwhatcott@cosholaw.com; eklein@cosholaw.com**

**Attorneys for Defendant, Petra Incorporated**

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF**

**THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant.

Case No. CV OC 0907257

**PETRA'S MEMORANDUM IN  
OPPOSITION TO MOTION TO  
AMEND SCHEDULING ORDER TO  
EXTEND DEADLINES FOR THE  
FILING OF AMENDMENTS TO  
PLEADINGS AND JOINDER OF  
PARTIES**

Petra Incorporated ("Petra") submits this Memorandum In Opposition To Meridian's Motion to Amend Scheduling Order to Extend Deadline for the Filing of Amendments to Pleadings and Joinder of Parties.

PETRA'S MEMORANDUM IN OPPOSITION TO MERIDIAN'S MOTION TO AMEND SCHEDULING ORDER TO EXTEND DEADLINE FOR THE FILING OF AMENDMENTS TO PLEADINGS AND JOINDER OF PARTIES

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Page 1

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## **1. INTRODUCTION.**

The City of Meridian (“Meridian” or the “City”) once again seeks to amend the scheduling order. This time Meridian wants the Court to extend deadlines for the filing of amendments to pleadings and joinder of parties. The motion is based on Meridian’s claim that it needs to take the deposition of a non-party to this litigation, LCA Architects, P.A., d.b.a. Lombard-Conrad Architects (“LCA”), which the City asserts may be liable for the damages allegedly suffered by it.

There is no evidence in the record to support extending any deadlines. To the contrary, Meridian has had over a year to conduct a thorough investigation of this case and has conducted extensive discovery. Yet on June 30, 2010, the deadline for amending pleadings and adding parties, the City filed its motion seeking another reprieve from the Court for its failure to diligently investigate and prosecute its case.

## **2. FACTS, LAW AND ARGUMENT**

### **2.1 Meridian has had more than four years to determine if it had any claims against LCA.**

On July 11, 2006, the City entered into an agreement with LCA to provide professional architectural services on the new Meridian City Hall project (“Project”).<sup>1</sup> Consequently, Meridian has known that LCA was actively involved in rendering professional architectural services on the Project for more than four years. Additionally, Meridian has had more than a

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<sup>1</sup> See Paragraph 3.3 of the Construction Management Agreement provides: “Owner has retained LCA Architects, P.A., an Idaho professional corporation (“Architect”) to provide professional architectural services for the Project.

year to subpoena, notice up and take depositions of LCA's representatives and any other third parties.

Under the Construction Management Agreement, inspection and testing services were not included in Petra's scope of services and no cost for inspectors was included in Petra's rate schedule. The City was responsible for inspection and testing. Paragraph 3.2.5 of the Construction Management Agreement states:

Owner shall provide all required testing or inspection of the Work as may be mandated by law, the Construction Documents or the Construction Contracts.

Petra did not manage or direct LCA at any time relevant to this lawsuit. Petra's scope of services did not include being the "agent of the Owner" in regard to the Owner's architect. Petra was only required to act as the owner's representative with regard to the construction contracts. The City managed the contract with LCA directly (not through Petra), even to the extent that the cost for LCA's services was not included in the budgets submitted by Petra and the payments by the City to LCA were not processed through Petra.

The content of LCA Professional Services Agreement and all of the foregoing facts have been known to Meridian for more than four years.

**2.2 Independent inspections were conducted and certifications issued throughout the course of the Project and the City's building inspectors performed inspections of all major systems, "passed" each of the systems and issued occupancy permits for the Project.**

During construction, LCA and the engineers hired by the City conducted periodic site inspections and produced site inspection reports. LCA's contract also included a duty of inspection and LCA certified that ". . . the Work has progressed as indicated, the quality of the

Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.”<sup>2</sup>

Heery International, Inc., the commissioning agent hired by the City, conducted periodic onsite inspections and issued its reports stating that the Project systems it inspected conformed to the plans and specifications.

Continuously throughout the construction Project, Petra coordinated with LCA, Heery International, the City’s inspectors and Materials Testing & Inspection, Inc. (“MTI”) to insure that special inspections were performed as required. MTI produced and submitted inspection reports for steel, concrete, soil compaction and masonry attesting that the work met the plans and specifications.

Finally, the City’s own building inspectors conducted inspections of all of the major systems of the Project, “passed” each of the systems and issued occupancy permits. As noted in the cases cited in Petra’s prior briefing, the act of final acceptance of the work carries with it significant ramifications, including release of Petra from its duties and responsibilities under the Construction Management Agreement.

### **2.3 This case has been pending for more than 15 months.**

Meridian filed its Complaint in this matter on April 16, 2009, and has conducted more than a year of expensive and time-consuming litigation involving extensive discovery.<sup>3</sup> As of

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<sup>2</sup> See sample pay application attached as Exhibit A to the Affidavit of Thomas G. Walker, dated July 19, 2010.

<sup>3</sup> See Meridian’s Memorandum in Support of Plaintiff’s Motion for Leave to File First Amended Complaint, etc., in which Meridian states: “Through conducting extensive discovery and depositions in this case, the City has discovered facts that support the additional causes of action set forth in the First Amended Complaint, including the fraud claims that are plead with particularity.” See Memorandum at page 4.

the date of this memorandum, Petra has incurred attorney fees of approximately \$320,000 and litigation costs of more than \$125,000 in this case.<sup>4</sup>

Obviously, this litigation has been comprehensive. The longer this case goes on the more it will cost Petra, not only in money, but also in the non-productive time that Petra's employees will have to spend dealing with the City's claims.

The continuing pendency of this case has caused Petra to lose several important opportunities to pursue new work because of the stigma associated with being a defendant in a lawsuit by the City.<sup>5</sup> In addition, Meridian filed a Motion for Leave to File First Amended Complaint and Add a Claim for Punitive Damages on March 30, 2010. Even though without merit, the City's claims of oppressive, fraudulent, malicious and outrageous conduct carry with them a taint that is extremely difficult if not impossible to dispel.

Recognizing the significance of the City's punitive damages claims, Petra filed and served a comprehensive response within seven days in order to proceed expeditiously with the April 15, 2010 hearing set by Meridian. After receiving Petra's response, Meridian vacated the April 15, 2010 hearing and rescheduled it for April 22, 2010. Meridian then vacated the April 22, 2010 hearing date and, for the first time, noticed up an evidentiary hearing for April 29, 2010. It is likely that Meridian's counsel realized that the evidence submitted on April 1, 2010 in support of the City's motion for leave to add punitive damages was inadequate so he scheduled an evidentiary hearing in order to get a "second bite of the apple."

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<sup>4</sup> Affidavit of Thomas G. Walker dated July 19, 2010 at ¶ 5.

<sup>5</sup> Affidavit of Jerald S. Frank dated May 20, 2010 at ¶ 6.



Petra then retained Lemley International on April 19, 2010, so that it could put on expert testimony “. . . that Petra exercised ordinary and reasonable care with the same degree of professional skill, diligence and judgment as is customary in this community among construction managers performing work for projects of a size, scope and complexity similar to the Project.”<sup>6</sup> The April 29 evidentiary hearing date was subsequently vacated and reset for June 14, 2010.

On Friday, June 11, 2010, after extensive preparation for the June 14, 2010 evidentiary hearing, Meridian advised Petra’s counsel that it was vacating its evidentiary hearing. Yet, another delay by Meridian in prosecuting the case it brought more than 15 months ago.

The trial in this case has been vacated twice. The original trial commencement date of February 17, 2010 was vacated and reset to September 1, 2010. The September 1, 2010 trial commencement date was vacated and reset for December 1, 2010. Accordingly, the scheduling order has also been amended three times. The addition of LCA as a defendant at this late date will likely lead to another motion to continue the trial date set for December 1, 2010.<sup>7</sup>

#### **2.4 Meridian’s motion should be denied because the City has not met its burden under Rule 16(b).**

The City’s motion should be denied because it has not met its burden under Rule 16(b) of the Idaho Rules of Civil Procedure.

In addition, Petra will be further prejudiced if these proceedings are delayed by the addition of another defendant. The record supports a finding that delay by the City has been the rule rather than the exception in this case.

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<sup>6</sup> Affidavit of Thomas G. Walker dated May 20, 2010 at ¶ 9; Affidavit of Jack K. Lemley dated April 30, 2010 at ¶ 15.

<sup>7</sup> Although the City may argue that it will not request a continuance, it is possible that LCA would.

## **2.5 Standards Governing Motions Under Rule 16(b).**

Idaho Rule of Civil Procedure 16(b) provides in relevant part as follows:

Except in cases exempted by order of the court as inappropriate, the judge or magistrate shall, after consulting with the attorneys for the parties and any unrepresented parties, by a scheduling conference, telephone, mail or other suitable means, enter a scheduling order that limits the time

(1) to join other parties and to amend the pleadings . . .

\* \* \*

The order shall be issued as soon as practical and, unless it is totally impractical, no more than 180 days after the filing of the complaint. A schedule shall not be modified except by leave of the judge or a magistrate upon a showing of good cause.

The Idaho Supreme Court has addressed the “good cause” standard under Rule 16(b).

*See Mercy Medical Center v. Ada County, Bd. of County Commissioners of Ada County*, 146 Idaho 226, 230, 192 P.3d 1050, 1054 (2008); *Camp v. East Fork Ditch Co., Ltd.*, 137 Idaho 850, 859, 55 P.3d 304, 313 (2002)(considering late motion for summary judgment, noting that I.R.C.P. 16(b)(6) authorizes modification of scheduling order upon showing of good cause). In *Camp*, the Supreme Court found that good cause existed to warrant a modification to the scheduling order to permit one of the parties to bring a summary judgment motion based upon the following factors: (1) the motion was filed and served promptly after the court had entered a judgment making a determination on an easement; (2) the parties were familiar with the issues involved in the motion because of prior motions; and (3) there was no prejudice to the plaintiff. None of these factors exist in this case.

As noted above, the City entered into an agreement with LCA on July 11, 2006 to provide professional architectural services on the Project. Meridian has known that LCA was

actively involved in rendering professional architectural services on the Project for more than four years. Additionally, Meridian has had more than a year to subpoena, notice up and take depositions of LCA's representatives and any other third parties. Meridian was not prompt in pursuing its motion to amend. The second factor is not really applicable in this case. With regard to the third factor, Petra will be prejudiced if the deadlines are extended. The litigation in this case has been comprehensive. The longer Meridian is permitted to delay and draw out the litigation, the more it will cost Petra in money and time spent dealing with the City's claims.

Rule 16(b) of the Federal Rules of Civil Procedure is substantially similar to the Rule 16(b) of the Idaho rules and provides in pertinent part, "A schedule may be modified only for good cause and with the judge's consent." Fed.R.Civ.P. 16(b)(4). Therefore the federal cases that discuss the rules are instructive.

In *Johnson v. Mammoth Recreations, Inc.*, 975 F.2d 604 (9th Cir.1992), the court denied the plaintiff's request to amend his complaint where it was aware of the identity of the proper defendant prior to the deadline but nonetheless failed to timely add that party. The court noted that the motion should have been brought as a motion to amend the scheduling conference, but nonetheless was denied on the grounds that he failed to show good cause. "A court's evaluation of good cause is not coextensive with an inquiry into the propriety of the amendment under ... Rule 15." *Johnson*, 975 F.2d at 609, citing *Forstmann v. Culp*, 114 F.R.D. 83, 85 (M.D.N.C.1987). "Unlike Rule 15(a)'s liberal amendment policy which focuses on the bad faith of the party seeking to interpose an amendment and the prejudice to the opposing party, Rule 16(b)'s 'good cause' standard primarily considers the diligence of the party seeking the

amendment. The court may modify the pretrial schedule ‘if it cannot reasonably be met despite the diligence of the party seeking the extension.’” *Id.* “Moreover carelessness is not compatible with a finding of diligence and offers no reason for a grant of relief.” *Id.*; *see also Engleson v. Burlington Northern R.R. Co.*, 972 F.2d 1038, 1043 (9th Cir.1992). Finally, the court explained that, “Although the existence or degree of prejudice to the party opposing the modification might supply additional reasons to deny a motion, the focus of the inquiry is upon the moving party’s reasons for seeking modification.” *Johnson supra*, *citing Gestetner Corp. v. Case Equip. Co.*, 108 F.R.D. 138, 141 (D.Me.1985); *see also Kemper v. Fairmont Folsom, LLC*, 2009 WL 350707 (E.D.Cal.2009)(showing insufficient to rise to level of good cause to justify amendment); *Jackson v. Laureate, Inc.*, 186 F.R.D. 605, 607 (E.D.Cal.1999)(“If [the court] considered only Rule 15(a) without regard to Rule 16(b) [it] would render scheduling orders meaningless and effectively would read Rule 16(b) and its good cause requirement out of the Federal Rules of Civil Procedure.”

In *Wordtech Systems, Inc. v. Integrated Network Solutions, Inc.*, 2008 WL 4145440 (E.D.Cal.2008) relying in part on the *Johnson* case, the court found that good cause did not exist to warrant modification. “In evaluating a motion to amend the pretrial order, a district court should consider four factors: (1) the degree of prejudice or surprise to the [non-moving party] if the order is modified; (2) the ability of the [non-moving party] to cure the prejudice; (3) any impact of the modification on the orderly and efficient conduct of the trial; and (4) the willfulness or bad faith by the party seeking modification.” *Wordtech, supra*, *citing Galdamez v. Potter*, 415 F.3d 1015, 1020 (9th Cir.2005).

As set forth above, Meridian clearly has not been diligent in its case. It was aware that LCA was retained as the architect because it entered into a contract with them in July of 2006. Meridian has known that LCA was actively involved in rendering professional architectural services on the Project for more than four years. Meridian has an extensive history of delays in this case. There is no doubt that the City's latest effort to impede these proceedings is a willful attempt to make the litigation as unpleasant, expensive and time consuming as possible. Meridian has failed to establish that good cause exists to warrant modification of the scheduling order.

### 3. CONCLUSION

Considering the foregoing and the extensive record in this case Petra requests that this Court deny the Meridian's motion to amend the scheduling order to extend deadline for the filing of amendments to pleadings and joinder of parties.

COSHO HUMPHREY, LLP

DATED: July 19, 2010.

By: 

THOMAS G. WALKER

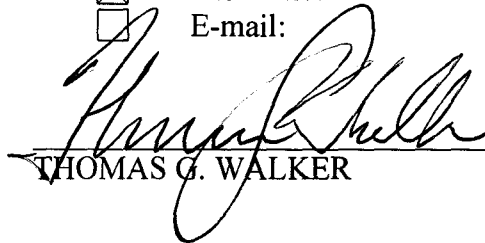
Attorneys for Defendant/Counterclaimant

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 19<sup>th</sup> day of July, 2010, a true and correct copy of the within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☐ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☒ Facsimile:  
☐ E-mail:

  
\_\_\_\_\_  
THOMAS G. WALKER



1. I am one of the attorneys of record for the Defendant/Counterclaimant, Petra Incorporated ("Petra"), in the above entitled action and I make this affidavit based on my own personal knowledge of the facts set forth herein.

2. I submit this affidavit in support of Petra's Opposition to Meridian's Motion to Amend Scheduling Order to Extend Deadlines for the Filing of Amendments to Pleadings and Joinder of Parties.

3. I am one of the custodians of records of Cosho Humphrey, LLP, which include memoranda, legal documents, reports, correspondence, emails, records, research and data compilations, in various forms that are kept in the course of Cosho Humphrey, LLP's regularly conducted business activity, and which are made and maintained as the regular practice of Cosho Humphrey, LLP.

4. Attached hereto as Exhibit "A" is a true and correct sample of Document G702 – 1992 form "*Application and Certificate for Payment*".

5. As of today's date, Petra has incurred attorney fees of approximately \$320,000 and litigation costs of more than \$125,000 in this case.

6. On May 24, 2010, during the hearing on the City of Meridian's Rule 56(f) Motion, Trout stated as follows:

Mr. Trout: . . . "our motion is very straightforward. Facts that are relevant to the motion are as follows: At present, although we have attempted to, we have not yet had the opportunity to complete three crucial depositions in this matter."



We've not yet completed a 30(b)(6) deposition of Petra, the entity. We have not yet completed the deposition of Mr. Bennett, who was the project manager, and we've not yet completed the deposition of Mr. Coughlin, . . . .

7. There was no mention or suggestion by Mr. Trout during this hearing that Meridian anticipated scheduling the deposition of representatives or agents of LCA.

8. The Court responded as follows:

THE COURT: "You have three depositions you need to take. Right?"

MR. TROUT: "I believe there are four: The completion of the 30(b)(6) for Petra the entity, the depositions of Mr. Bennett and Mr. Coughlin, which are incomplete, and the depositions of Mr. Limbley [sic].

. . .

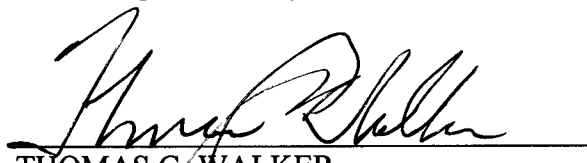
The Court further goes on to state:

THE COURT: I'm going to grant some additional time to allow some additional discovery by Mr. Trout, but I'm not going to extend it very far.

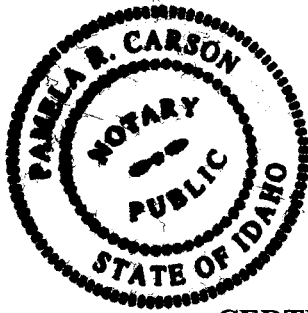
It's now May 24, I want you to have the discovery done by the end of next month. That will give you about five weeks.

9. Attached hereto as Exhibit "B" is a true and correct copy of relevant excerpts of the May 24, 2010 hearing.

10. Mr. Trout scheduled the first deposition subsequent to be granted additional time, on June 16th.

  
THOMAS G. WALKER

SUBSCRIBED AND SWORN to before me this 19th day of July, 2010.



*Pamela R. Carson*

Notary Public for Idaho  
Residing at Eagle, Idaho  
My commission expires: March 31, 2016.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY That on the 19<sup>th</sup> day of July, 2010, a true and correct copy of the  
within and foregoing document was served upon:

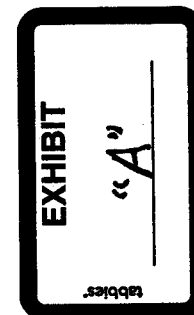
Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

- ☐ U.S. Mail
- ☐ Hand Delivery
- ☐ Overnight Courier
- ☒ Facsimile
- ☐ E-mail:

*Thomas G. Walker*  
THOMAS G. WALKER

# Document G702™ - 1992 REVISED

RECEIVED  
JUN 04 2008  
LCA ARCHITECTS



## Application and Certificate for Payment

|             |                                                                    |            |                                                             |                 |                      |
|-------------|--------------------------------------------------------------------|------------|-------------------------------------------------------------|-----------------|----------------------|
| TO OWNER:   | City of Meridian<br>33 East Idaho Street<br>Meridian, ID 83642     | PROJECT:   | Meridian City Hall                                          | APPLICATION NO: | 019                  |
| FROM        |                                                                    | VIA        | Steve Simmons                                               | PERIOD TO:      | 5/31/2008            |
| CONTRACTOR: | PETRA, Incorporated<br>9056 W. Blackeagle Drive<br>Boise, ID 83709 | ARCHITECT: | Lombard - Conrad<br>1221 Shoreline Drive<br>Boise, ID 83702 | CONTRACT FOR:   | General Construction |
|             |                                                                    |            |                                                             | PROJECT NO:     | 06-0675              |

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

|                                                              |                 |
|--------------------------------------------------------------|-----------------|
| 1. ORIGINAL CONTRACT SUM                                     | \$20,045,334.82 |
| 2. Net Change by Change Orders                               | \$ 1,004,894.22 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)                         | \$21,050,229.04 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)       | \$16,268,736.50 |
| 5. RETAINAGE                                                 |                 |
| a. 5% of Completed Work                                      |                 |
| (Column D + E on G703)                                       | \$ 710,961.56   |
| b. ____% of Stored Material                                  |                 |
| (Column F + E on G703)                                       |                 |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ 710,961.56   |
| 6. TOTAL EARNED LESS RETAINAGE                               |                 |
| (Line 4 Less Line 5 Total)                                   | \$15,557,774.94 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT                    |                 |
| (Line 6 from prior Certificate)                              | \$14,420,534.09 |
| 8. CURRENT PAYMENT DUE                                       | 1,137,240.91    |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE                    | \$ 4,781,492.54 |
| (Line 3 less Line 4)                                         |                 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

#### CONSTRUCTION MANAGER

By: Eugen Bonetto 5-31-8  
State of: Idaho  
County of: Ada  
Subscribed and sworn to before  
me this day of June 2, 2008  
Connie S. Creager

My Commission expires: 02-12-2014

#### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on our observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.  
AMOUNT CERTIFIED \$1,137,240.91  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

#### ARCHITECT:

By: [Signature]  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|----------------------------------------------------|-----------|------------|
| Total Changes approved in previous months by Owner |           |            |
| Total approved this Month                          |           |            |
| NET CHANGES by Change Order                        |           |            |

1

DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
IN AND FOR THE COUNTY OF ADA

----- x Case No. CVOC-09-07257  
:  
THE CITY OF MERIDIAN, an Idaho :  
Municipal Corporation, :  
:  
Plaintiff/Counterdefendant, :  
:  
vs. :  
:  
PETRA INCORPORATED, an Idaho :  
corporation, :  
:  
Defendant/Counterclaimant. :  
:  
----- x

REPORTER'S TRANSCRIPT OF PROCEEDINGS

Held on May 24, 2010, before  
Ronald J. Wilper, District Court Judge.

A P P E A R A N C E S

For Plaintiff/Counterdefendant

Kim J. Trout  
TROUT JONES GLEDHILL FUHRMAN, P.A.  
225 North 9th Street, Suite 820  
Boise, Idaho 83701

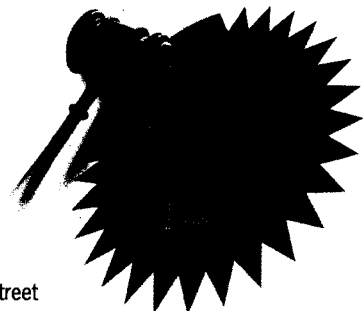
For Defendant/Counterclaimant Petra

Thomas G. Walker  
COSHO HUMPHREY, LLP  
800 Park Blvd., Suite 790  
Boise, Idaho 83707-9518

Reported by  
Dianne E. Cromwell  
CSR No. 21

P.O. Box 1625  
605 West Fort Street  
Boise, ID 83701

Voice 208 345 3704  
Fax 208 345 3713  
Toll free 800 424 2354  
Web www.etucker.net  
E-mail info@manager.net



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and **ASSOCIATES, LLC**  
**Court Reporters**

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**EXHIBIT**

"B"004837

| Page 17                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Page 18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 Tom Coughlin in an open public city council<br/>2 meeting, and I quote: "I can say that it's been a<br/>3 joy to be in the building, and we've gotten a lot<br/>4 of positive comments from our citizens, and so we<br/>5 thank you."<br/>6 Thank you, Your Honor.<br/>7 THE COURT: Thank you, Mr. Walker.<br/>8 Mr. Trout, I will give you the final<br/>9 word.<br/>10 MR. TROUT: On July 24, 2007, when Mr. Bird<br/>11 made those comments, he was told 12 days earlier<br/>12 by Petra that even though the estimated cost of<br/>13 the building was \$20,287,000, that Petra's fee,<br/>14 construction management fee, would be \$574,000,<br/>15 the amount set forth in the construction<br/>16 management agreement and the amount that has been<br/>17 paid in full.<br/>18 12 days before he made that statement,<br/>19 he was told that Petra's reimbursables would be<br/>20 the sum of \$279,812, an amount that Petra has been<br/>21 paid in full.<br/>22 12 days earlier he was told that for<br/>23 the contaminated soil, Petra's fee would be<br/>24 \$51,658, an amount that Petra has been paid in<br/>25 full.</p>                                                                                           | <p>1 MR. WALKER: Your Honor, I'm going to object<br/>2 for the same reason that he did: None of this is<br/>3 in evidence, Your Honor. There's no affidavits,<br/>4 no nothing. This is just pure argument.<br/>5 MR. TROUT: I'm sorry. This is Exhibit 9<br/>6 attached to the deposition of Mr. Bennett<br/>7 submitted to this court on I believe May 5.<br/>8 THE COURT: Same ruling, then. I will<br/>9 simply overrule the objection. As long as the<br/>10 material is in the record, then I can make some<br/>11 sense of it. The problem is, if I start to -- I<br/>12 mean, the reason behind the rule, frankly, is<br/>13 because if I start to take the arguments and the<br/>14 statements of counsel made during an argument such<br/>15 as this as matters of record, I have a heck of a<br/>16 time writing a decision because I can't go back<br/>17 and rely on them.<br/>18 But I do appreciate the objections made<br/>19 in this manner. I think it's an appropriate<br/>20 objection. But the response to the objection in<br/>21 each case is similar: The matters are in record.<br/>22 They're fair game for argument today.<br/>23 MR. WALKER: Thank you, Your Honor.<br/>24 MR. TROUT: Thank you, Judge.<br/>25 My point is very simple. At all times</p> |
| Page 19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Page 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p>1 up to the point where the July 12 phase 3 bids<br/>2 were submitted and opened by the city, Petra made<br/>3 a direct representation to the city upon which the<br/>4 city relied that there would be no additional<br/>5 charges.<br/>6 They now seek some \$500,000 of<br/>7 additional charges in fees and more than that in<br/>8 reimbursable expenses which they specifically told<br/>9 the city that the city wasn't going to get.<br/>10 It's critically important to lay that<br/>11 framework to understand why it is that we're<br/>12 asking for additional discovery.<br/>13 Now, I'll start with Mr. Limbley.<br/>14 THE COURT: You have three depositions you<br/>15 need to take. Right?<br/>16 MR. TROUT: I believe there are four: The<br/>17 completion of the 30(b)(6) for Petra the entity,<br/>18 the depositions of Mr. Bennett and Mr. Coughlin,<br/>19 which are incomplete, and the depositions of<br/>20 Mr. Limbley, upon whom they rely heavily for their<br/>21 notion that Petra did its job in conformance with<br/>22 the standard of care.<br/>23 Here is the reason why we wanted to<br/>24 depose Mr. Limbley: The evidence we seek in<br/>25 deposing Mr. Limbley is directly related to the</p> | <p>1 Supreme Court's statement about why expert<br/>2 witnesses are critical. Where expert witnesses<br/>3 are employed, cross examination is even more<br/>4 crucial to ensure adequate factfinding by the<br/>5 court or the trier of fact.<br/>6 In this case, we want to ask<br/>7 Mr. Limbley with respect to his opinion regarding<br/>8 standard of care, whether or not falsified billing<br/>9 invoices by Petra meets the standard of care. And<br/>10 I'll refer you to Exhibit No. 19 from the Bennett<br/>11 deposition.<br/>12 We want to ask Mr. Limbley whether<br/>13 falsifying meeting minutes after the fact meets<br/>14 the standard of care. And I have deposition<br/>15 exhibits from Mr. Bennett again.<br/>16 We want to ask Mr. Limbley how it is<br/>17 that he can measure change when at the<br/>18 commencement of this project, there were no plans,<br/>19 there were no drawings, there were no diagrams,<br/>20 there was nothing, and the construction manager<br/>21 Petra was hired to manage the design for this<br/>22 project.<br/>23 We want to ask Mr. Limbley whether or<br/>24 not he was told by Petra in the interview process<br/>25 whether Petra claimed to have discharged its</p>                                               |

Page 1

1 DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
 2 IN AND FOR THE COUNTY OF ADA  
 3 ----- x Case No. CVOC-09-07257  
 4  
 5 THE CITY OF MERIDIAN, an Idaho :  
 6 Municipal Corporation, :  
 7 Plaintiff/Counterdefendant, :  
 8 vs. :  
 9 PETRA INCORPORATED, an Idaho :  
 10 corporation, :  
 11 Defendant/Counterclaimant. :  
 12 ----- x  
 13 REPORTER'S TRANSCRIPT OF PROCEEDINGS  
 14 Held on May 24, 2010, before  
 15 Ronald J. Wilper, District Court Judge.  
 16  
 17 APPEARANCES  
 18 For Plaintiff/Counterdefendant  
 19 Kim J. Trout  
 20 TROUT JONES GLEDHILL FUHRMAN, P.A.  
 21 225 North 9th Street, Suite 820  
 22 Boise, Idaho 83701  
 23  
 24 For Defendant/Counterclaimant Petra  
 25 Thomas G. Walker  
 COSHO HUMPHREY, LLP  
 800 Park Blvd., Suite 790  
 Boise, Idaho 83707-9518  
 Reported by  
 Dianne E. Cromwell  
 CSR No. 21

Page 2

1 BOISE, IDAHO  
 2 May 24, 2010, 2:46 p.m.  
 3  
 4 THE COURT: This will be Meridian versus  
 5 Petra, CVOC-09-07257. This is the time scheduled  
 6 for a Rule 56(f) motion.  
 7 And Mr. Trout is present to argue in  
 8 favor of that, and Mr. Walker is present in  
 9 opposition.  
 10 And you filed some new material Friday,  
 11 I think, didn't you, counsel?  
 12 MR. WALKER: Yes, Your Honor.  
 13 THE COURT: Did you file a motion to shorten  
 14 time? What did you file on?  
 15 MR. WALKER: Mr. Trout filed his motion and  
 16 a motion to shorten time, and the court signed the  
 17 order shortening time, and then we just filed our  
 18 reply.  
 19 THE COURT: Fair enough. And that's what I  
 20 got late last week. I think we're ready to go,  
 21 then.  
 22 Mr. Trout, do you want to make your  
 23 argument first?  
 24 MR. TROUT: I do, Your Honor. Your Honor,  
 25 our motion is very straightforward. Facts that

Page 3

1 are relevant to the motion are as follows: At  
 2 present, although we have attempted to, we have  
 3 not yet had the opportunity to complete three  
 4 critical depositions in this matter.  
 5 We've not yet completed a 30(b)(6)  
 6 deposition of Petra, the entity. We have not yet  
 7 completed the deposition of Mr. Bennett, who was  
 8 the project manager, and we've not yet completed  
 9 the deposition of Mr. Coughlin, who is  
 10 Mr. Walker's employee and who was an employee of  
 11 Petra at the time of the project.  
 12 THE COURT: How much time do you think  
 13 you'll need?  
 14 MR. TROUT: Judge, I think it's a matter of  
 15 scheduling. I'm anticipating that we can complete  
 16 the 30(b)(6) deposition in another day, day and a  
 17 half.  
 18 Mr. Bennett's deposition frankly is  
 19 going to take longer than that, and the reason is  
 20 the volume of information that has been attached  
 21 to his affidavit, some 1,054 pages of information  
 22 upon which they rely in support of their motion.  
 23 Mr. Koglin's deposition I believe can be completed  
 24 in a day, day and a half.  
 25 And then we have the issue of

Page 4

1 Mr. Limbley, who has been identified as their  
 2 construction management expert.  
 3 And I would expect given if what he  
 4 relied upon is solely the items identified in his  
 5 affidavit as opposed to broad variety of things  
 6 that seem to be made implicit like interviews and  
 7 other things which are kind of ambiguously stated  
 8 in the affidavit, I would expect I could complete  
 9 his deposition in a day.  
 10 So I don't know what those documents  
 11 are, and none have been provided. All we have is  
 12 a listing of contract documents that theoretically  
 13 have been reviewed. If it were limited to simply  
 14 the contract documents, I can assure you I could  
 15 complete Mr. Limbley's in a day.  
 16 THE COURT: Have any of the depositions been  
 17 scheduled?  
 18 MR. TROUT: No, sir, not yet. In the  
 19 timeframe since Mr. Walker filed the motion for  
 20 summary judgment, which was filed on the 6th, I  
 21 was out of town for the week of the 10th. Having  
 22 returned my last week, I spent three days in  
 23 McCall in depositions, and I spent the last two  
 24 days working on this matter at which time we filed  
 25 the 56(f), Judge. So that's what has happened in

1 (Pages 1 to 4)

## Page 25

1 and they're real fact specific. Nevertheless, I  
2 think that under the circumstances, the 56(f)  
3 motion is well-taken. I'm going to grant some  
4 additional time to allow some additional discovery  
5 by Mr. Trout, but I'm not going to extend it very  
6 far.

7 It's now May 24. I want you to have  
8 the discovery done by the end of next month. That  
9 will give you about five weeks.

10 MR. TROUT: Understood, sir. And then once  
11 completed, what would you like our response date  
12 to be for the motion for summary judgment?

13 THE COURT: Well, we'll have to reschedule  
14 the motion for summary judgment so --

15 MR. TROUT: I understand.

16 THE COURT: Contact the clerk of the court  
17 for a new date on the hearing on the motion for  
18 summary judgment. I will vacate the hearing on  
19 the motion for summary judgment at this time, to  
20 be rescheduled after the parties meet and confer  
21 about another date.

22 You'll have to work out the times and  
23 dates of these depositions as well. Folks, I  
24 understand there's a fine line between the court  
25 arbitrarily being a bit of a control freak on

## Page 26

1 setting some dates and then just sticking to them  
2 like glue, but I think the overriding concern has  
3 to be giving deference to the parties to the  
4 lawsuit, to allow them to fully develop their  
5 cases so that they can finally be ruled on on the  
6 merits of the case. We're still going to be in  
7 court on the 14th on the other hearing.

8 MR. TROUT: Thank you, Judge.

9 MR. WALKER: Thank you, Your Honor.

10 THE COURT: Thank you very much. Mr. Trout,  
11 will you do just a real brief order?

12 MR. TROUT: I will, sir.

13 THE COURT: Thank you very much.

14 (Proceedings concluded.)

15 --o0o--  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

## Page 27

1 REPORTER'S CERTIFICATE  
2  
3  
4

5 I, Dianne E. Cromwell, Official Court  
6 Reporter, County of Ada, State of Idaho, hereby  
7 certify:

8 That I am the reporter who took the  
9 proceedings had in the above-entitled action in  
10 machine shorthand and thereafter the same was  
11 reduced into typewriting under my direct  
12 supervision; and

13 That the foregoing transcript contains a  
14 full, true, and accurate record of the proceedings  
15 had in the above and foregoing cause, which was  
16 heard at Boise, Idaho.

17 IN WITNESS WHEREOF, I have hereunto set  
18 my hand July 2, 2010.  
19  
20  
21  
22

23 Dianne E. Cromwell, Official Court Reporter  
24 CSR No. 21  
25

R E P O R T E R ' S C E R T I F I C A T E

I, Dianne E. Cromwell, Official Court Reporter, County of Ada, State of Idaho, hereby certify:

That I am the reporter who took the proceedings had in the above-entitled action in machine shorthand and thereafter the same was reduced into typewriting under my direct supervision; and

That the foregoing transcript contains a full, true, and accurate record of the proceedings had in the above and foregoing cause, which was heard at Boise, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand July 2, 2010.



Dianne E. Cromwell, Official Court Reporter  
CSR No. 21



ORIGINAL

FILED 3:00 PM  
JUL 20 2010

J. DAVID NAVARRO, Clerk  
By CARLY LATIMORE  
DEPUTY

Thomas G. Walker (ISB 1856)  
Mackenzie Whatcott (ISB 6774)  
COSHO HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
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Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

NOTICE OF SERVICE OF  
DISCOVERY REQUESTS

NOTICE IS HEREBY GIVEN that on this 20th day of July, 2010, Defendant Petra Incorporated's Fifth Requests for Production of Documents dated July 20, 2010, together with a copy of this Notice of Service, were served upon counsel for Plaintiff/Counterdefendant, the City of Meridian as follows:

Kim J. Trout  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☐ U.S. Mail  
☐ Hand Delivery  
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☒ Facsimile: 331-1529  
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THOMAS G. WALKER

ORIGINAL

FILED  
A.M. 8:38 P.M.

JUL 22 2010

J. DAVID NAVARRO, Clerk  
By KATHY J. EIEHL  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
Mackenzie Whatcott (ISB No. 6774)  
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Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant.

Case No. CV OC 0907257

**REPLY TO PLAINTIFF'S  
MEMORANDUM IN OPPOSITION TO  
PETRA'S MOTION FOR LEAVE TO  
FILE FIRST AMENDED ANSWER  
AND SECOND AMENDED  
COUNTERCLAIM**

Defendant, Petra Incorporated ("Petra"), by and through its attorneys of record submits this reply in support of its motion for leave to file first amended answer and second amended counterclaim.

## 1. INTRODUCTION

The City of Meridian (“Meridian” or “City”) acknowledges that Petra’s motion is in compliance with this Court’s Scheduling Order. Despite this recognition, Meridian engages in a lengthy diatribe premised upon a mistaken assumption. Notably, Petra is not seeking to add any new causes of action, and certainly is not seeking to add a tort claim. Petra is simply clarifying its damages claims for the benefit of the Court and Meridian.

Petra has alleged from the beginning of this case that it is entitled to lost business opportunity damages as a result of Meridian’s breach of contract and breach of the covenant of good faith and fair dealing.<sup>1</sup> Petra is entitled to consequential damages resulting from the City’s breaches. Petra seeks to amend its pleadings to clarify its claims and defenses in the interest of full disclosure of its increasing damages. Petra certainly did not act in bad faith.

## 2. RESPONSE TO MERIDIAN’S ARGUMENT

### 2.1 Petra’s Amendment is Timely.

This Court is well-versed in the legal standard applicable under Rule 15(a) of the Idaho Rules of Civil Procedure. Petra will not reiterate that liberal standard again, but will simply refer the Court to the law set forth in its Memorandum in Support of Motion for Leave to File Second Amended Counterclaim.

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<sup>1</sup> See Petra’s Counterclaim dated May 6, 2009 at ¶ 98, which reads:

Damages suffered by Petra include compensatory damages, plus interest at the statutory rate of 12% as provided in Idaho Code §28-22-104(1), plus such additional amounts as are proved in these proceedings to put Petra in the same position it would have occupied had Meridian not breached. Such damages consist of, *inter alia*: (i) \$512,427 – the remaining amount owed by Meridian; (ii) lost past and future earnings and benefits Petra would have realized had Meridian not breached; (iii) *lost business and investment opportunities*, and (iv) other interest and finance charges. [Emphasis added.]

To be clear: Petra is not seeking to add a tort claim. Meridian states, “Here, Petra waited to add a tort claim (without providing any elements or details for such a claim).”<sup>2</sup> The footnote contained in Meridian’s brief suggests that Meridian believes that Petra has included a claim for tortious interference with a prospective economic advantage; this assumption is incorrect. Petra’s proposed Second Amended Counterclaim does not add any additional causes of action. Meridian argues that it has taken numerous depositions and it will be required to re-depose all of those witnesses if Petra is allowed to amend its pleadings. Surely, Meridian’s counsel advised the City Council at the inception of this case what damages could flow from a breach of contract and breach of the covenant of good faith of fair dealing, especially because the special damages were identified by category as required by I.R.C.P. 9(g) in Petra’s original counterclaim.

If Petra prevails on its claims, it is entitled to consequential damages. *Clark v. Int’l Harvester, Co.*, 99 Idaho 326, 346, 581 P.2d 784, 804 (1978). Meridian insinuates some ill-intent by improperly incorporating Petra’s confidential offer of settlement in the affidavit filed in support of its opposition. To the contrary, Petra has sought to fully advise Meridian of its ever increasing consequential damages.

Meridian’s argument that Petra has not complied with the Idaho Tort Claims Act is inapplicable because Petra is not alleging a cause of action in tort. Idaho law is very clear that breach of the covenant of good faith and fair dealing is an action in contract and not in tort. *Jones v. Micron Technology, Inc.*, 129 Idaho 241, 247, 923 P.2d 486, 492 (1996)(“a breach of this implied-in-law covenant is a breach of contract and the potential recovery is in contract damages,

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<sup>2</sup> Plaintiff’s Memorandum in Opposition to Petra’s Motion for Leave to File First Amended Answer and Second Amended Counterclaim, p. 3.

not tort damages); *Metcalf v. Intermountain Gas Co.*, 116 Idaho 622, 627, 778 P.2d 774, 749 (1989). “The implied-in-law covenant of good faith and fair dealing protects the rights of the parties to an agreement to receive the benefits of the agreement that they have entered into.” *Metcalf*, 116 Idaho at 627, 778 P.2d at 749. “A breach of this covenant occurs when a party takes any action which ‘violates, nullifies, or significantly impairs the rights or benefits due under the existing contract.’” *Id.*

Parties are entitled to recover consequential damages, including lost profits, in breach of contract claims, so long as the damages are established with a reasonable degree of certainty. *Clark v. Int’l Harvester, Co.*, 99 Idaho 326, 346, 581 P.2d 784, 804 (1978)(Although prospective profits to be derived from a business may be too speculative to be recoverable, a plaintiff is not categorically denied the right to recover lost profits.) “Consequential damages for a breach of contract are recoverable if they are within the reasonable contemplation of the parties at the time of contracting and have been established with reasonable certainty.” *Galindo v. Hibbard*, 106 Idaho 302, 678 P.2d 94 (Ct.App.1984).

“Under general contract principles, consequential damages are not recoverable unless they were specifically contemplated by the parties at the time of contracting: ‘The damages for which compensation is sought need not have been precisely and specifically foreseeable’, but only ‘such as were reasonably foreseeable and within the contemplation of the parties at the time they made the contract.’” *Brown’s Tie & Lumber Co. v. Chicago Title Co. of Idaho*, 115 Idaho

56, 61 764 P.2d 423, 428 (1988). Lost profits were in full contemplation of the parties because they were specifically addressed in the Construction Management Agreement.<sup>3</sup>

Meridian argues that Petra's motion is not timely and cites to *Spur Products Corp. v. Stoel Rives LLP*, 142 Idaho 41, 122 P.3d 300 (2005), which is interesting since the Supreme Court held that the district court abused its discretion in *denying* the plaintiff's motion for leave to amend. Furthermore, in that case, the plaintiff sought leave to include a claim for negligence. The court found that any prejudice to defendant was caused by defendant because its failure to timely disclose and release information.

It is absurd for Meridian to describe Petra's proposed amended pleading as a "smoke screen" or an attempt to "sneak one through the backdoor." Petra can only assume that Meridian has this view because it is not familiar with the concept of full and fair disclosure. As noted above, Petra's claim for lost opportunity damages was set forth in its original counterclaim. Consequently, any claim by the City of surprise is without merit.

Meridian has not provided any evidence to support its claim that Petra has acted in bad faith by seeking its amendment. Interestingly, Meridian cites to *Lockheed Martin Corp. v. Network Solutions, Inc.*, 175 F.R.D. 640 (N.D.Cal.1997) for the proposition that, "The district court found that [defendant] would suffer prejudice if [plaintiff] were allowed to amend the complaint, stating: the parties have engaged in voluminous and protracted discovery. Expense,

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<sup>3</sup> See paragraph 9.2 of the Construction Management Agreement that seeks to preclude the recovery of lost profits or lost opportunities upon termination by Owner for convenience. Thus, the parties contemplated the possibility that lost opportunity damages could be recoverable in the absence of this specifically provided exclusion. Since the Construction Management Agreement was not terminated for convenience under paragraph 9.2, the exclusion does not apply to Petra's claims for damages for lost opportunities.

delay, and wear and tear on individuals and companies count toward prejudice. Trial was only two months away, and discovery was completed.” Petra’s motion is distinguishable because the plaintiff in *Lockheed Martin* was seeking to add an entirely new cause of action. Moreover, the “wear and tear” in this case has been born by Petra, not Meridian.

The City’s counsel has conducted extensive and burdensome discovery, including depositions of Messrs. Frank, Bennett, Coughlin and Lemley.

- Mr. Trout deposited Jerald S. Frank, Petra’s president, on March 3, 2010.<sup>4</sup>

The transcript of Mr. Frank’s deposition runs 102 pages, and includes 11 exhibits, consisting of 244 pages.

- Mr. Trout deposited Eugene R. Bennett, Petra’s Project Manager, for five days on February 19, April 20, April 21, June 22 and June 23, 2010. The transcripts of Mr. Bennett’s depositions run 859 pages, and include at least 75 exhibits, consisting of 1,905 pages.

- Mr. Trout began depositing Thomas R. Coughlin, Petra’s project engineer, on February 26, 2010 and continued with Mr. Coughlin in a Rule 30(b)(6) deposition on March 4, 2010. Thereafter, Mr. Trout continued Mr. Coughlin’s deposition on June 21, 2010. The transcripts of Mr. Coughlin’s depositions run 420 pages, and include 28 exhibits, consisting of 703 pages.

- Mr. Trout began depositing Jack K. Lemley, Petra’s expert, on June 16, 2010 and will continue on July 22, 2010. As of June 16, 2010, Mr. Lemley’s first deposition took 6.05 hours and the transcript is 167 pages long. Eight exhibits were introduced consisting

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<sup>4</sup> Affidavit of Kim J. Trout dated May 19, 2010 at ¶10.



of 1,396 pages. Mr. Trout has reported to Petra's counsel that Mr. Lemley's deposition set for July 22, 2010 will last at least a full day.

Further distinguishing *Lockheed Martin*, the trial in that case was less than two months away from the date of plaintiff's motion for leave to amend. In this case, Petra filed its motion on June 29, 2010, five months before the December 1, 2010 trial commencement date and within the time limits set by the Scheduling Order. Of interest is the fact that Meridian filed its Motion for Leave to File First Amended Complaint and Add a Claim for Punitive Damages on or about April 1, 2010. As of that date, the trial was scheduled to commence on September 1, 2010, which was five months before trial – the same time frame as Petra's motion for leave to amend. Clearly, moving to amend to add a claim for punitive damages is a far more significant amendment than Petra's motion clarifying its damages claims that were already included in the case.

Meridian also cites *Berry v. New Jersey State Prison*, 2009 WL 250269 (D.N.J.), a case that is clearly distinguishable from this case. In *Berry*, an employee was not permitted to amend her civil rights complaint against her former employer where she was seeking to add three new defendants and nine new causes of action, which the court found would significantly expand the scope of the litigation with just 30 days until the close of discovery. In this case, Petra is not seeking to add any new parties or any new causes of action. Furthermore, discovery does not close in this case until November 1, 2010.

**2.2 Meridian's Claim that Petra was Aware of the Facts Prior to This Filing is Irrelevant as Petra is Not Seeking to Include Any New Causes of Action.**

As mentioned above, Petra set forth its causes of action for breach of contract and breach of the covenant of good faith and fair dealing in its original pleadings. It also set forth its claim for damages. The damages that flowed from Meridian's breaches have increased significantly since the original pleadings were filed; therefore the exact nature and amount of the ever-changing and increasing amount of the damages was not known by Petra before any substantial discovery took place. Petra simply wants to clarify its damages by outlining the specifics of those damages; they are consequential damages and Petra is entitled to seek them. Meridian's reliance on *Indian Springs, LLC v. Indian Springs Land Inv., LLC*, 147 Idaho 737, 215 P.3d 457 (2009) is misplaced because Petra is not adding any new causes of actions or adding a damage claim where none existed, but is simply clarifying those that were set forth in the original pleading. The court in *Indian Springs* denied the motion on the grounds that it found the amendments to be irrelevant, meritless and untimely; specifically because the motion to amend was brought *after* the court had entered summary judgment against the party seeking the amendment and the court believed it was brought "to circumvent the summary judgment decision previously entered by the [district court]." *Indian Springs*, 147 Idaho at 750-51, 215 P.3d at 470-71. Clearly, that is not the case here.

**3. CONCLUSION**

Based upon the foregoing, Petra requests that the Court grant Petra leave to file the proposed First Amended Answer and Second Amended Counterclaim.

DATED: July 22, 2010.

**COSHO HUMPHREY, LLP**

By:

  
THOMAS G. WALKER

Attorneys for Defendant/Counterclaimant, Petra  
Incorporated

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on 22<sup>nd</sup> day of July 2010, a true and correct copy of the  
within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

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\_\_\_\_\_  
THOMAS G. WALKER

JUL 28 2010

**KIM J. TROUT, ISB #2468**

**TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.**

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Boise, ID 83701

Telephone: (208) 331-1170

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**J. DAVID NAVARRO, Clerk**  
**By A. GARDEN**  
**REPUTY**

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho  
Corporation,

Defendant.

Case No. CV OC 09-7257

**PLAINTIFF'S DISCLOSURE OF  
EXPERT WITNESSES**

COMES NOW the Plaintiff/Counterdefendant City of Meridian ("City"), by and through its counsel of record, Kim J. Trout of the firm Trout Jones Gledhill Fuhrman Gourley, P.A., and hereby submits Plaintiff's Disclosure of Expert Witnesses pursuant to the Scheduling Order entered by the Court.

1. Steven J. Amento;
2. Laura Knothe;
3. Todd Weltner;
4. MTI;
5. Ray Weatherholt;
6. Neil Anderson
7. Leo Geiss
8. Lee Cotten
9. Jason Neidigh
10. Mike Simmonds
11. Steve Turney
12. Tim Petsche

**PLAINTIFF'S DISCLOSURE OF EXPERT WITNESSES**

Page - 1

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Plaintiff reserves the right to supplement this disclosure, as discovery in this matter is still ongoing, and there currently are motions before the Court which may require Plaintiff to hire additional expert witnesses.

DATED this 28<sup>th</sup> day of July, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN  
♦ GOURLEY, P.A.

By: \_\_\_\_\_

Kim J. Trout  
Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 28<sup>th</sup> day of July, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker  
MacKenzie Whatcott  
COSH O HUMPHREY, LLP  
800 Park Blvd., Suite 790  
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Boise, Idaho 83707-9518  
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Fax  
Email

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\_\_\_\_\_  
Kim J. Trout

ORIGINAL

JUL 29 2010

J. DAVID NAVARRO, Clerk  
By PATRICIA A DWONCH  
DEPUTY

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Mackenzie Whatcott (ISB 6774)  
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Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**NOTICE OF SERVICE OF  
DISCOVERY REQUESTS**

NOTICE IS HEREBY GIVEN that on this 29th day of July, 2010, Defendant Petra Incorporated's Request for Supplementation of Discovery Response dated July 29, 2010, together with a copy of this Notice of Service, were served upon counsel for Plaintiff/Counterdefendant, the City of Meridian as follows:

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THOMAS G. WALKER



ORIGINAL

NO. \_\_\_\_\_  
A.M. \_\_\_\_\_ FILED P.M. 3:40

JUL 30 2010

J. DAVID NAVARRO, Clerk  
By CARLY LATIMORE  
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Attorneys for Defendant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF**

**THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
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Defendant/Counterclaimant.

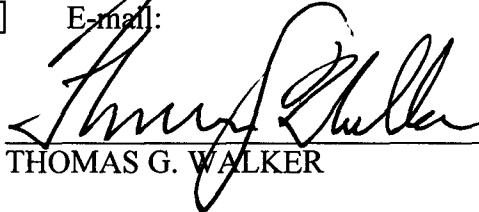
Case No. CV OC 0907257

**NOTICE OF SERVICE OF  
DISCOVERY REQUESTS**

NOTICE IS HEREBY GIVEN that on this 29th day of July, 2010, Defendant Petra Incorporated's Sixth Requests for Production of Documents dated July 29, 2010, together with a copy of this Notice of Service, were served upon counsel for Plaintiff/Counterdefendant, the City of Meridian as follows:

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AUG 02 2010

J. DAVID NAVARRO, Clerk  
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Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
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Defendant/Counterclaimant.

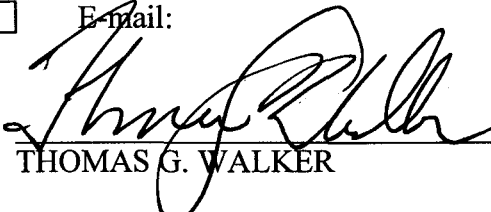
Case No. CV OC 0907257

NOTICE OF SERVICE OF  
DISCOVERY REQUESTS

NOTICE IS HEREBY GIVEN that on this 2nd day of August, 2010, Defendant Petra Incorporated's Seventh Requests for Production of Documents dated August 2, 2010, together with a copy of this Notice of Service, were served upon counsel for Plaintiff/Counterdefendant, the City of Meridian as follows:

Kim J. Trout  
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NO. \_\_\_\_\_  
A.M. \_\_\_\_\_ FILED 3:35 PM

AUG 03 2010

J. DAVID NAVARRO, Clerk  
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Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

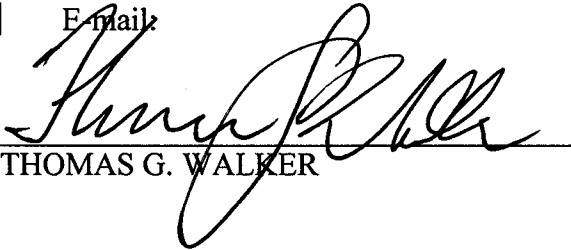
Case No. CV OC 0907257

NOTICE OF SERVICE OF  
DISCOVERY REQUESTS

NOTICE IS HEREBY GIVEN that on this 3rd day of August, 2010, Defendant Petra Incorporated served its Supplement to Petra Incorporated's Seventh Requests for Production of Documents dated August 2, 2010, together with a copy of this Notice of Service, upon counsel for Plaintiff/Counterdefendant, the City of Meridian as follows:

Kim J. Trout  
Trout Jones Gledhill Fuhrman, P.A.  
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THOMAS G. WALKER

AUG 04 2010

J. DAVID NAVARRO, Clerk  
By: INGA JOHNSON  
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant.

Case No. CVOC 0907257

**ORDER DENYING MOTION TO  
AMEND AND MOTION TO  
EXTEND DEADLINES**

This matter came before the Court on Defendant/Counterclaimant's Motion to File First Amended Answer and Second Amended Counterclaim and on Plaintiff's Motion to Amend Scheduling Order to Extend Deadlines for Filing Amendments to Pleadings and Joinder of Parties. The Court heard oral argument on both motions on July 29, 2010. Kim Trout appeared for the Plaintiff/Counterdefendant the City of Meridian (the City). Thomas Walker appeared for the Defendant/Counterclaimant Petra Incorporated (Petra). The Court announced its ruling from the bench denying both motions.

**MOTION TO AMEND ANSWER AND COUNTERCLAIM**

Defendant/Counterclaimant Petra sought to amend its answer and counterclaim. Petra contended that the proposed amended answer and amended counterclaim simply updated Petra's

1 responses to Plaintiff's complaint and clarified Petra's claims for damages. Petra argued that the  
2 applicable liberal legal standard required an amendment of their pleading. The City asserted that the  
3 amended counterclaim actually added a new tort claim for interference with prospective economic  
4 advantage under the guise of damage clarifications and that this new claim is barred due to Petra's  
5 failure to comply with the Tort Claims Act.

6 The Idaho Rules of Civil Procedure authorize the Court to allow a party to amend their  
7 pleadings when required in the interest of justice. I.R.C.P. 15(a). Idaho Courts have held "that 'great  
8 liberality should be exercised in permitting amendments to pleadings in furtherance of justice  
9 between the parties' and that this matter is entrusted to the sound discretion of the trial court."  
10 *Chadderdon v. King*, 104 Idaho 406, 408–09, 659 P.2d 160, 162–63 (Ct. App. 1983).

12 In making its decision, the Court may consider whether the amended pleading sets out a  
13 valid claim, whether the opposing party would be prejudiced by any undue delay, or whether the  
14 opposing party has an available defense to the newly added claim. *See Black Canyon Racquetball*  
15 *Club, Inc. v. Idaho First Nat'l Bank, N.A.*, 119 Idaho 171, 175, 804 P.2d 900, 904 (1991) (citations  
16 omitted). The court may not, however, weigh the sufficiency of the evidence related to the  
17 additional claim. *Estate of Becker v. Callahan*, 140 Idaho 522, 528, 96 P.3d 623, 628 (2004).  
18 Timeliness of a motion for leave to amend is not decisive, but it "is important in view of . . . factors  
19 such as undue delay, bad faith, and prejudice to the opponent." *Carl H. Christensen Family Trust v.*  
20 *Christensen*, 133 Idaho 866, 871, 993 P.2d 1197, 1202 (1999).

22 The Court finds that this is a matter of discretion and the Court has not considered the  
23 sufficiency of the evidence in making its decision in this matter. After reviewing the proposed  
24 amended answer and counterclaim, the Court finds that the proposed amendment sounds in tort. The  
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1 City asserts and Petra does not deny that no tort claim was filed with the City. Therefore, the Court  
2 finds that it would be an exercise in futility to allow an amendment which would be subject to  
3 dismissal based upon the affirmative defense that Petra was required to and failed to comply with  
4 the Tort Claims Act.

5 It is Petra's position that the proposed amendment merely clarifies an existing contract claim  
6 and does not add a tort claim. To the extent that the amendments seek to clarify the existing contract  
7 claim, the Court finds that no amendment is necessary as the contract claim has been pled.  
8 Accordingly, Defendant/Counterclaimant's Motion to File First Amended Answer and Second  
9 Amended Counterclaim is DENIED.  
10

#### 11 **MOTION TO EXTEND DEADLINES**

12 The City asserted that it has recently learned that non-party Lombard-Conrad Architects,  
13 P.A. (LCA) may be liable in part for its damages. The City claimed it attempted to schedule a  
14 deposition of LCA, but that it has had difficulty doing so. The City moved for additional time to  
15 conduct that deposition and then to amend the pleadings as necessary to join LCA as a third party  
16 defendant. Petra argued that the City has not been diligent in investigating its claims and should  
17 have been aware of this claim against LCA prior to this point in this litigation. Petra further  
18 contended that the City has been responsible for significant delays in this litigation and has not  
19 shown good cause to amend the scheduling order.  
20

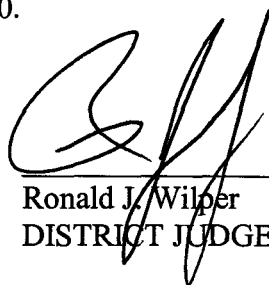
21 Idaho Rule of Civil Procedure 16(b) provides that a scheduling order shall not be modified  
22 except by leave of the judge or magistrate upon a showing of good cause. The City asserted that on  
23 May 7, 2010 it learned of facts which may give rise to a third party claim against LCA. The City  
24 admits that it did not attempt to schedule a deposition of a representative of LCA until June 14,  
25  
26

2010, which was two weeks prior to the discovery deadline. If the City had a good faith belief that there were facts to support a cause of action against LCA, the City could have moved to amend and join the third party at that time. By acknowledging that the City will require additional time to depose a representative of LCA in order to determine *whether* the City has such a claim, the City acknowledges that it has no claim at this time. Given the City's opposition to Petra's motion to amend its pleadings based upon an argument that the City would be prejudiced by the potential delay that may be caused by an amendment to Petra's pleadings, the City's motion to amend the scheduling order and possibly amend its pleadings knowing the effect of such motions would be to delay the trial is not well taken.

This matter has been scheduled for trial and vacated twice. The December 1, 2010 date is the third trial setting and this matter will proceed to trial. Plaintiff's Motion to Amend Scheduling Order to Extend Deadlines for Filing Amendments to Pleadings and Joinder of Parties is DENIED.

IT IS SO ORDERED.

Dated this 31<sup>st</sup> day of August, 2010.

  
\_\_\_\_\_  
Ronald J. Wilber  
DISTRICT JUDGE

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**CERTIFICATE OF MAILING**

I, HEREBY CERTIFY that on the 4 day of August, 2010, I caused a true and correct copy of the foregoing ORDER DENYING MOTION TO AMEND AND MOTION TO EXTEND DEADLINES to be served by the method indicated below, and addressed to the following:

Kim Trout  
225 North 9<sup>th</sup> St., Ste. 820  
P.O. Box 1097  
Boise, ID 83701

☒ U.S. Mail, Postage Prepaid  
☐ Hand Delivered  
☐ Overnight Mail  
☐ Facsimile

Thomas Walker  
800 Park Blvd., Ste. 790  
P.O. Box 9518  
Boise, ID 83707-9518

☒ U.S. Mail, Postage Prepaid  
☐ Hand Delivered  
☐ Overnight Mail  
☐ Facsimile

J. DAVID NAVARRO  
Clerk of the District Court  
Ada County, Idaho

By INGA JOHNSON  
Deputy Clerk

ORIGINAL

NO. \_\_\_\_\_  
A.M. \_\_\_\_\_ FILED P.M. 3:30

AUG 11 2010

J. DAVID NAVARRO, Clerk  
By KATHY J. BIEHL  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB No. 5509)  
Mackenzie Whatcott (ISB No. 6774)  
COSHO HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
Direct Phone: (208) 639-5607  
Cell Phone: (208) 869-1508  
Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [eklein@cosholaw.com](mailto:eklein@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**NOTICE OF TAKING AUDIO-VIDEO  
DEPOSITION DUCES TECUM OF ERIC  
JENSEN**

**TO: PLAINTIFF/COUNTER-DEFENDANT, CITY OF MERIDIAN, BY AND  
THROUGH ITS ATTORNEY OF RECORD**

YOU ARE HEREBY NOTIFIED that Defendant/Counterclaimant, Petra Incorporated ("Petra"), by and through its counsel of record, Thomas G. Walker, will take the testimony, upon oral examination pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure,

NOTICE OF TAKING AUDIO VIDEO DEPOSITION DUCES TECUM  
OF ERIC JENSEN  
607470

of **Eric Jensen**, on **Tuesday** the **31st** day of **August, 2010**, beginning at the hour of **9:00 a.m.**, at the offices of **Cosho Humphrey, LLP**, 800 Park Blvd., Suite 790, Boise, Idaho 83701, and continuing thereafter until completed. The deposition will be before a Notary Public and Court Reporter for the State of Idaho who will simultaneously make a stenographic record and which will be recorded by audio-video means, at which time and place you are notified to appear and take such part in said examination as shall be deemed just and proper.

YOU ARE FURTHER NOTIFIED that, Petra requires the deponent to produce and make available for inspection and/or copying at his deposition the following documents:

1. All documents in your file or files regarding the Meridian City Hall project (“Project”), including but not limited to the following:

1.1. A complete copy of the “close-out package” delivered on or about January 29, 2009 by Petra Incorporated to the City of Meridian,

1.2. Any and all documents regarding Petra’s performance under the Construction Management Agreement.

1.3. A complete copy of all warranty, operation and maintenance manuals.

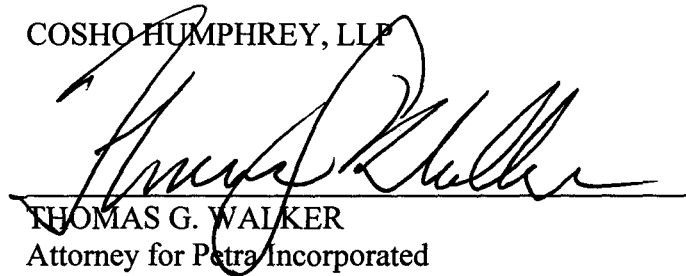
This deposition will be taken pursuant to Rules 30(b)(1) and 30(b)(4) of the Idaho Rules of Civil Procedure for use in pre-trial litigation and at the trial of this matter, and pursuant to the following:

1. The attorney taking the deposition and/or an employee of Cosho Humphrey, LLP will operate the audio-video equipment.

2. Parties will be provided a copy of each DVD.

DATED: August 10, 2010.

COSHO HUMPHREY, LLP

A handwritten signature in black ink, appearing to read "Thomas G. Walker", is written over a horizontal line. The signature is fluid and cursive.

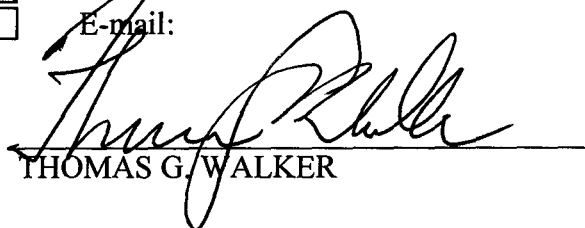
THOMAS G. WALKER  
Attorney for Petra Incorporated

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 10<sup>th</sup> day of August, 2010, a true and correct copy of the within and foregoing Second Amended Notice of Taking Audio Video Deposition Duces Tecum was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

- ☐ U.S. Mail
- ☐ Hand Delivery
- ☐ Overnight Courier
- ☒ Facsimile:
- ☐ E-mail:

  
THOMAS G. WALKER

ORIGINAL

AUG 12 2010

J. DAVID NAVAMRO, Clerk  
By E. HOLMES  
CLERK

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

The City of Meridian

Plaintiff(s):

**AFFIDAVIT OF SERVICE**

vs.

Petra Incorporated

Defendant(s):

Case Number: CV OC 0907257

For:  
Coshu Humphrey, LLP  
Washington Group Plaza IV  
800 Park Blvd., Ste. 790  
Boise, ID 83712

STATE OF IDAHO )

:ss

COUNTY OF ADA )

Received by TRI-COUNTY PROCESS SERVING LLC on August 9, 2010 to be served on **ZGA ARCHITECTS AND PLANNERS, CHARTERED.**

I, Zach D. Heesch, who being duly sworn, depose and say that on Tuesday, August 10, 2010, at 2:25 PM, I:

**SERVED** the within named **ZGA Architects and Planners, Chartered** by delivering a true copy of the **Subpoena for Document Production, Letter, Check** to Thomas M. Zabala, Registered Agent, a person authorized to accept service on behalf of ZGA Architects and Planners, Chartered. Said service was effected at **565 W. Myrtle Street #225, Boise, ID 83702.**

I also tendered and paid the sum of **\$25.00**, (Copy Fee), at the time and place of service.

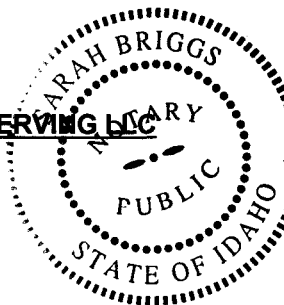
I hereby acknowledge that I am a Process Server in the county in which service was effected. I am over the age of Eighteen years and not a party to the action.

Our Reference Number: 98485  
Client Reference: Thomas G. Walker

Subscribed and sworn before me today  
Wednesday, August 11, 2010

*Zach Heesch*

**TRI-COUNTY PROCESS SERVING LLC**  
P.O. Box 1224  
Boise, ID, 83701  
(208) 344-4132



*Sarah Briggs*  
Notary Public for the State of Idaho  
Residing at Boise, Idaho  
My Commission Expires on June 26, 2014

004873



IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

The City of Meridian

Plaintiff(s):

**AFFIDAVIT OF SERVICE**

vs.

Case Number: CV OC 0907257

Petra Incorporated

Defendant(s):

For:

Cosho Humphrey, LLP  
Washington Group Plaza IV  
800 Park Blvd., Ste. 790  
Boise, ID 83712

STATE OF IDAHO

)

:ss

COUNTY OF ADA

)

Received by TRI-COUNTY PROCESS SERVING LLC on August 9, 2010 to be served on **ZGA ARCHITECTS AND PLANNERS, CHARTERED.**

I, Zach D. Heesch, who being duly sworn, depose and say that on Wednesday, August 11, 2010, at 3:05 PM, I:

**SERVED** the within named **ZGA Architects and Planners, Chartered** by delivering a true copy of the **Affidavit** to Thomas M. Zabala, Registered Agent, a person authorized to accept service on behalf of ZGA Architects and Planners, Chartered. Said service was effected at **565 W. Myrtle Street #225, Boise, ID 83702.**

I hereby acknowledge that I am a Process Server in the county in which service was effected. I am over the age of Eighteen years and not a party to the action.

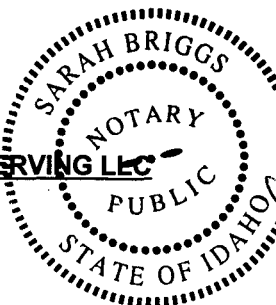
Our Reference Number: 98588

Client Reference: Thomas G. Walker

Subscribed and sworn before me today  
Wednesday, August 11, 2010

**TRI-COUNTY PROCESS SERVING LLC**

P.O. Box 1224  
Boise, ID, 83701  
(208) 344-4132



*Zach Heesch*  
*Jul B...*  
Notary Public for the State of Idaho  
Residing at Boise, Idaho  
My Commission Expires on June 26, 2014

004874

Thomas G. Walker (ISB 1856)  
Mackenzie Whatcott (ISB 6774)  
COSHO HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
Direct Phone: (208) 639-5607  
Cell Phone: (208) 869-1508  
Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**SUBPOENA FOR DOCUMENT  
PRODUCTION**

THE STATE OF IDAHO SENDS GREETINGS TO

**ZGA Architects & Planners Chartered  
565 West Myrtle Street  
Boise, Idaho 83702**

YOU ARE COMMANDED:


- ☐ to appear in the Court at the place, date and time specified below to testify in the above case.
- ☐ to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.
- ☒ to produce or permit inspection and copying of the following documents or objects, including electronically stored information, at the place, date and time specified below. (See list of documents or objects on Exhibit A attached hereto.)
- ☐ to permit inspection of the following premises at the date and time specified below.

PLACE DATE AND TIME: Documents shall be produced at the offices of Cosho Humphrey, LLP, 800 Park Blvd., Suite 790, Boise, ID 83712 not later than 5:00 p.m. on September 8, 2010.

You are further notified that if you fail to appear at the place and time specified above, or to produce or permit copying or inspection as specified above that you may be held in contempt of court and that the aggrieved party may recover from you the sum of \$100 and all damages which the party may sustain by your failure to comply with this subpoena.

Dated this 9th day of August, 2010.

J. DAVID NAVARRO  
Clerk of the Court

By   
THOMAS G. WALKER  
Attorney Licensed in the State of Idaho

**EXHIBIT A**

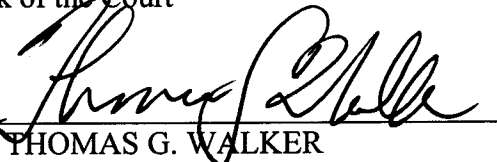
Produce true, correct, complete and legible copies of your file or files, information and documents in any way related to, connected with, attributable to, and associated with any and all documents prepared by ZGA Architects & Planners Chartered on behalf of the City of Meridian, regarding the new Meridian City Hall project, including but not limited to all sketches, notes, and space studies that ZGA conducted for the City of Meridian since 1996, and plans, specifications, and presentations (including specifically the presentations made in 2006 soliciting the architectural work for the new Meridian City Hall project).

This subpoena not only calls for the documents in your possession, but also for all documents that are in your care, custody or control or in the care, custody and control of your employees, representatives and attorneys.

DATED this 9th day of August, 2010.

J. DAVID NAVARRO  
Clerk of the Court

By



THOMAS G. WALKER  
Attorney Licensed in the State of Idaho

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 9th day of August, 2010, a true and correct copy of the  
within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☐ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☒ Facsimile:  
☐ E-mail:

  
THOMAS G. WALKER

ORIGINAL

NO. \_\_\_\_\_ FILED \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. 3:34

AUG 12 2010

J. DAVID NAVARRO, Clerk  
By E. HOLMES  
DEPUTY

Thomas G. Walker (ISB 1856)  
MacKenzie Whatcott (ISB 5509)  
COSH O HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
Direct Phone: (208) 639-5607  
Cell Phone: (208) 869-1508  
Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**PETRA INCORPORATED'S DISCLOSURE  
OF EXPERT WITNESSES DATED  
AUGUST 12, 2010**

Petra Incorporated ("Petra"), by and through its attorney of record, Thomas G. Walker and pursuant to the Order Setting Trial and Other Deadlines and Rule 26(b)(4) of the Idaho Rules of Civil Procedure, hereby discloses the following expert witnesses for trial of this matter.

1. Jack K. Lemley  
Lemley International  
604 North 16<sup>th</sup> Street  
Boise, Idaho 83702  
(208) 345-5226

Pursuant to I.R.C.P. 26(b)(4)(i):

- A complete statement of all opinions to be expressed. Mr. Lemley's opinions are stated in his Affidavit dated April 30, 2010 that was served on the City of Meridian ("Meridian" or "City") on or about May 6, 2010; Mr. Lemley's transmittal letter dated June 10, 2010 (Bates Numbered Petra96938-Petra96939) that was served on the City on or about June 10, 2010; and the Lemley International report dated June 10, 2010 (Bates Numbered Petra96944-Petra96955) that was served on the City on or about June 10, 2010.
- The basis and reasons for the opinions. The basis and reasons for the opinions are set forth in Mr. Lemley's affidavit, transmittal letter and report described above.
- The data or other information considered in forming the opinions. The data or other information considered by the witness in forming the opinions are set forth in Mr. Lemley's affidavit, transmittal letter and report described above.
- Exhibits to be used as a summary of or support for the opinions. Mr. Lemley expects to have exhibits prepared for use at hearings and the trial of this case that summarize the opinions set for in Mr. Lemley's affidavit, transmittal letter and report described above. Copies will be provided to the Court and counsel as required by the Court.
- Qualifications of the witness, including a list of all publications authored by the witness within the preceding ten years. Mr. Lemley's educational background, qualifications and experience are described in his Curriculum Vitae that was served on the City on or about June 10, 2010 (Bates numbered Petra96940-Petra96943)
- Compensation. Mr. Lemley's is billing for his services by the time actually spent. Mr. Lemley's billing rate is \$350 per hour. As of the date of this disclosure, Lemley International billed \$ 54,400, of which \$38,875 has been paid. See invoices attached as Exhibit A-1 – A-4 (Bates Numbered Petra97082-Petra97096).

- Listing of other cases in which the witness has testified as an expert at trial or by deposition within the preceding four years. Mr. Lemley testified as an expert at trial or by deposition within the preceding four years in the following cases:

#### 2010

Client: Banker Lopez Gassler P.A., MacDonald Construction Company et al.  
Case: Tampa Bay Water v. HDR Engineering, Inc., Construction Dynamics Group, Barnard Construction Company, Inc., et al.  
United States District Court, Middle District of Florida – Tampa Division  
Case No.: 8:08-cv-2446-T27-TBM

Mr. Lemley provided litigation support to MacDonald Construction Company et al. to assist McDonald regarding the claim made by Tampa Bay Water concerning the construction of the C.W. Bill Young Regional Reservoir in Tampa Bay, Florida. Mr. Lemley provided testimony in depositions on July 12 and 13, 2010.

#### 2009

Client: Foley Hoag LLP, Consolidated SWINC Estate  
Case: Consolidated SWINC Estate, et al. v. Lloyd's Underwriters, et al.  
Stone & Webster Engineering Corporation - Decommissioning of Maine Yankee Atomic Power Co., Wiscasset Maine Facility  
Commonwealth of Massachusetts Superior Court C.A. 05-0976-BLS2

Mr. Lemley provided litigation support to Stone & Webster to support Insurance claim against Lloyds of London relative to S&W's termination by Maine Yankee Atomic Power Co. for Decommissioning Services. Mr. Lemley provided testimony in depositions on April 15 and 16, 2009.

2008 – None

2007 – None

#### 2006

Client: Winston & Strawn LLP, Connecticut Yankee Atomic Power Company  
Case: Bechtel Power Corp v. Connecticut Yankee Atomic Power Company  
State of Connecticut Superior Court Docket No. X03-CV-03-0523088-S



Mr. Lemley provided litigation support to Connecticut Yankee Atomic Power Company to support a civil case relative to Bechtel's termination by Connecticut Yankee for Decommissioning Services. Mr. Lemley provided testimony in depositions on January 20, 2006.

- Rebuttal. Mr. Lemley may also provide expert rebuttal testimony and documents in response to evidence that the City of Meridian may put on.
2. Richard K. Bauer, P.E.  
Lemley International  
604 North 16<sup>th</sup> Street  
Boise, Idaho 83702  
(208) 345-5226

Pursuant to I.R.C.P. 26(b)(4)(i):

- A complete statement of all opinions to be expressed. Mr. Bauer assisted in the preparation of the following: (a) Affidavit of Jack K. Lemley dated April 30, 2010 that was served on the City on or about May 6, 2010; (b) Mr. Lemley's transmittal letter dated June 10, 2010 (Bates Numbered Petra96938-Petra96939) that was served on the City on or about June 10, 2010; and (c) the Lemley International report dated June 10, 2010 (Bates Numbered Petra96940-Petra96943) that was served on the City on or about June 10, 2010. Mr. Bauer shares the opinions expressed in Mr. Lemley's affidavit, transmittal letter and report.
- The basis and reasons for the opinions. The basis and reasons for the opinions are set forth in Mr. Lemley's affidavit, transmittal letter and report described above.
- The data or other information considered in forming the opinions. The data or other information considered by the witness in forming the opinions are set forth in Mr. Lemley's affidavit, transmittal letter and report described above.
- Exhibits to be used as a summary of or support for the opinions. Mr. Bauer expects to assist Mr. Lemley in the preparation of exhibits for use at hearings and the trial of this case that summarize the opinions set forth in Mr. Lemley's affidavit, transmittal letter and report described above. Copies will be provided to the Court and counsel as required by the Court.

- Qualifications of the witness, including a list of all publications authored by the witness within the preceding ten years. Mr. Bauer's educational background, qualifications and experience are described in his Curriculum Vitae that was served on the City on or about June 10, 2010 (Bates numbered Petra96956-Petra96957)
  - Compensation. Mr. Bauer is billing for his services by the time actually spent. Mr. Bauer's billing rate is \$200 per hour. As of the date of this disclosure, Lemley International billed \$ 54,400, of which \$38,875 has been paid. See invoices attached as Exhibit A-1 – A-4 (Bates Numbered Petra97082-Petra97096).
  - Listing of other cases in which the witness has testified as an expert at trial or by deposition within the preceding four years. Mr. Bauer has not testified as an expert at trial or by deposition within the preceding four years.
  - Rebuttal. Mr. Bauer may also provide expert rebuttal testimony and documents in response to evidence that the City of Meridian may put on.
3. Dennis Reinstein, CPA/ABV, ASA, CVA  
Hooper Cornell  
Certified Public Accountants  
250 Bobwhite Ct. Suite 300  
Boise, Idaho 83706

Pursuant to I.R.C.P. 26(b)(4)(i):

- A complete statement of all opinions to be expressed. Mr. Reinstein and the staff at Hooper Cornell are in the process of preparing calculations of the damages suffered by Petra because of the City's breach of the Construction Management Agreement and breach of the covenant of good faith and fair dealing that are required to put Petra in the same position it would have occupied had Meridian not breached the Construction Management Agreement and covenant of good faith and fair dealing. Such damages include lost past and future earnings, lost business and investment opportunities and interest and finance charges. Hooper Cornell's work is on-going because the damages continue to accrue. This disclosure will be supplemented from time to time as the calculations are completed and as required by order of the Court.
- The basis and reasons for the opinions. The basis and reasons for the opinions consist of an analysis of Petra's historical financial records and a study of the

construction and development market in which Petra has conducted its business. This study is intended to measure the total market as compared with Petra's market share, both historically and currently.

- The data or other information considered in forming the opinions. The data or other information considered in forming the opinions include Petra's historical financial records and a study of the construction and development market in which Petra has conducted its business.
- Exhibits to be used as a summary of or support for the opinions. Hooper Cornell expects to prepare exhibits for use at hearings and the trial of this case that summarize its opinions. Copies will be provided to the Court and counsel as required by the Court.
- Qualifications of the witness, including a list of all publications authored by the witness within the preceding ten years. Mr. Reinstein's educational background, qualifications and experience are described in his Curriculum Vitae attached hereto as Exhibit B (Bates numbered Petra97097-Petra97101).
- Compensation. Mr. Reinstein is billing for his services by the time actually spent. Mr. Reinstein's billing rate is \$295.00 per hour. As of the date of this disclosure, Hooper Cornell has not rendered any billings, but has entered into an engagement with Petra that includes a retainer of \$5,000.
- Listing of other cases in which the witness has testified as an expert at trial or by deposition within the preceding four years. Mr. Reinstein has testified as an expert at trial or by deposition in the following cases within the preceding four years: See Exhibit "B" attached hereto (Bates numbered 97099-07100).
- Rebuttal. Mr. Reinstein may also provide expert rebuttal testimony and documents in response to evidence that the City of Meridian may put on.

4. Keith Pinkerton, CFA, ASA  
Hooper Cornell  
Certified Public Accountants  
250 Bobwhite Ct. Suite 300  
Boise, Idaho 83706

Pursuant to I.R.C.P. 26(b)(4)(i):

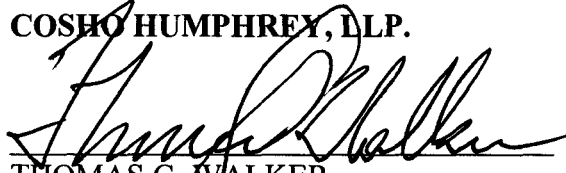
- A complete statement of all opinions to be expressed. Mr. Pinkerton is assisting Mr. Reinstein and the staff at Hooper Cornell in the process of preparing calculations of the damages suffered by Petra because of the City's breach of the Construction Management Agreement and breach of the covenant of good faith and fair dealing that are required to put Petra in the same position it would have occupied had Meridian not breached the Construction Management Agreement and covenant of good faith and fair dealing. As noted above, such damages include lost past and future earnings, lost business and investment opportunities and interest and finance charges. Hooper Cornell's work is on-going because the damages continue to accrue. This disclosure will be supplemented from time to time as the calculations are completed and as required by order of the Court.
- The basis and reasons for the opinions. The basis and reasons for the opinions consist of an analysis of Petra's historical financial records and a study of the construction and development market in which Petra has conducted its business. This study is intended to measure the total market as compared with Petra's market share, both historically and currently.
- The data or other information considered in forming the opinions. The data or other information considered in forming the opinions include Petra's historical financial records and a study of the construction and development market in which Petra has conducted its business.
- Exhibits to be used as a summary of or support for the opinions. Hooper Cornell expects to prepare exhibits for use at hearings and the trial of this case that summarize its opinions. Copies will be provided to the Court and counsel as required by the Court.
- Qualifications of the witness, including a list of all publications authored by the witness within the preceding ten years. Mr. Pinkerton's educational background,

qualifications and experience are described in his Curriculum Vitae attached hereto as Exhibit C (Bates numbered Petra97102-Petra97105).

- Compensation. Mr. Pinkerton's is billing for his services by the time actually spent. Mr. Pinkerton's billing rate is \$285.00 per hour. As of the date of this disclosure, Hooper Cornell has not rendered any billings, but has entered into an engagement with Petra that includes a retainer of \$5,000.
- Listing of other cases in which the witness has testified as an expert at trial or by deposition within the preceding four years. Mr. Pinkerton has testified as an expert at trial or by deposition in the following cases within the preceding four years: See Exhibit "C" attached hereto (Bates numbered97105).
- Rebuttal. Mr. Pinkerton may also provide expert rebuttal testimony and documents in response to evidence that the City of Meridian may put on.

DATED: August 12, 2010.

COSHO HUMPHREY, LLP.

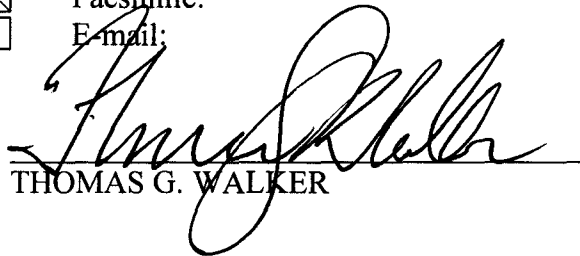
  
THOMAS G. WALKER  
Attorneys for Petra Incorporated

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 12<sup>th</sup> day of August, 2010 a true and correct copy of the  
within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☐ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☒ Facsimile:  
☐ E-mail:

  
THOMAS G. WALKER

POOR COPY



604 NORTH 16TH ST.  
BOISE, ID 83702  
(208) 345-5226  
EIN# 20-3744083

# Invoice

| DATE      | INVOICE # |
|-----------|-----------|
| 7/27/2010 | 10-1171   |

**BILL TO:**

Cosho Humphrey, LLP  
Thomas G. Walker  
800 Park Blvd., Suite 790  
P.O. Box 9518  
Boise, ID 83707-9518

| P.O. NUMBER | TERMS  | PROJECT |
|-------------|--------|---------|
|             | Net 30 |         |

| QUANTITY                                                                                                                                 | DESCRIPTION                 | RATE   | AMOUNT      |
|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------|-------------|
| April 19, 2010 - Agreement for Consulting Services<br>City of Meridian v. Petra Incorporated<br>Case No: 09-07257, CH File No: 20771-008 |                             |        |             |
| JULY 2010 Billing Period                                                                                                                 |                             |        |             |
| CONSULTING                                                                                                                               |                             |        |             |
| 15.5                                                                                                                                     | CONSULTING - Jack Lemley    | 350.00 | 5,425.00    |
| 37                                                                                                                                       | CONSULTING - Richard Bauer  | 200.00 | 7,400.00    |
| 27                                                                                                                                       | CONSULTING - Roy McGlothlin | 100.00 | 2,700.00    |
| TOTAL                                                                                                                                    |                             |        |             |
| TOTAL                                                                                                                                    |                             |        | \$15,525.00 |

Due and Payable To Lemley International, EIN # 20-3744083. Please remit to the address listed above.

**TOTAL** \$15,525.00

EXHIBIT

A-1



NAME: Jack K. Lemley  
PERIOD: July-10

CLIENT: Cosho Humphries, LLP - Thomas Walker  
PROJECT: City of Meridian vs Petra

| DATE   | HOURS | TASK DESCRIPTION                                                        | TASK # |
|--------|-------|-------------------------------------------------------------------------|--------|
| 1-Jul  |       |                                                                         |        |
| 2-Jul  |       |                                                                         |        |
| 3-Jul  |       |                                                                         |        |
| 4-Jul  |       |                                                                         |        |
| 5-Jul  |       |                                                                         |        |
| 6-Jul  |       |                                                                         |        |
| 7-Jul  |       |                                                                         |        |
| 8-Jul  |       |                                                                         |        |
| 9-Jul  | 0.5   | Mtg. w/ R Bauer - Deposition / Summary Judgment                         |        |
| 10-Jul |       |                                                                         |        |
| 11-Jul |       |                                                                         |        |
| 12-Jul |       |                                                                         |        |
| 13-Jul |       |                                                                         |        |
| 14-Jul |       |                                                                         |        |
| 15-Jul |       |                                                                         |        |
| 16-Jul | 1.0   | Mtg. w/ R Bauer - Deposition / Opposition to Summary Judgment Documents |        |
| 17-Jul |       |                                                                         |        |
| 18-Jul |       |                                                                         |        |
| 19-Jul | 4.0   | Review material for 2nd Deposition                                      |        |
| 20-Jul | 6.0   | Review material for 2nd Deposition, Mtg w/ Tom Walker                   |        |
| 21-Jul | 4.0   | Review material for 2nd Deposition                                      |        |
| 22-Jul | 0.0   | 2nd Deposition (6.75 charged to opposition)                             |        |
| 23-Jul |       |                                                                         |        |
| 24-Jul |       |                                                                         |        |
| 25-Jul |       |                                                                         |        |
| 26-Jul |       |                                                                         |        |
| 27-Jul |       |                                                                         |        |
| 28-Jul |       |                                                                         |        |
| 29-Jul |       |                                                                         |        |
| 30-Jul |       |                                                                         |        |
| 31-Jul |       |                                                                         |        |
| TOTAL  | 15.5  |                                                                         |        |

Signature: \_\_\_\_\_





NAME: Rich Bauer  
PERIOD: Jul-10

CLIENT: Cosho Humphrey, LLP - Thomas Walker  
PROJECT: City of Meridian vs Petra

| DATE   | HOURS | TASK DESCRIPTION                                                        | TASK # |
|--------|-------|-------------------------------------------------------------------------|--------|
| 1-Jul  |       |                                                                         |        |
| 2-Jul  |       |                                                                         |        |
| 3-Jul  |       |                                                                         |        |
| 4-Jul  |       |                                                                         |        |
| 5-Jul  |       |                                                                         |        |
| 6-Jul  |       |                                                                         |        |
| 7-Jul  |       |                                                                         |        |
| 8-Jul  | 0.5   | Discuss City Response                                                   |        |
| 9-Jul  | 0.5   | Meet w/JKL re:Depo and summary judgement                                |        |
| 10-Jul |       |                                                                         |        |
| 11-Jul |       |                                                                         |        |
| 12-Jul |       |                                                                         |        |
| 13-Jul | 5.0   | Review opposition to summary judgement                                  |        |
| 14-Jul | 1.0   | Items in opposition to summary judgement and new subpoena               |        |
| 15-Jul | 7.0   | JKL Depo & Issues from summary judgement data                           |        |
| 16-Jul | 1.0   | Discuss w/jkl depo and new documents in opposition to summary judgement |        |
| 17-Jul |       |                                                                         |        |
| 18-Jul |       |                                                                         |        |
| 19-Jul | 8.0   | Review opposition to summary judgement documents                        |        |
| 20-Jul | 7.0   | JKL Depo Discussion & summary judgement data                            |        |
| 21-Jul | 6.5   | Opposition to summary judgement & JKL depo; Discuss w/JKL               |        |
| 22-Jul | 0.5   | Subpoena Documents                                                      |        |
| 23-Jul |       |                                                                         |        |
| 24-Jul |       |                                                                         |        |
| 25-Jul |       |                                                                         |        |
| 26-Jul |       |                                                                         |        |
| 27-Jul |       |                                                                         |        |
| 28-Jul |       |                                                                         |        |
| 29-Jul |       |                                                                         |        |
| 30-Jul |       |                                                                         |        |
|        |       |                                                                         |        |
|        |       |                                                                         |        |
| TOTAL  | 37.0  |                                                                         |        |

Signature: \_\_\_\_\_



NAME: Roy McGlothlin  
PERIOD: July 2010

CLIENT: Cosho Humphrey, LLP - Thomas Walker  
PROJECT: City of Meridian vs Petra

| DATE   | HOURS | TASK DESCRIPTION                                             | TASK # |
|--------|-------|--------------------------------------------------------------|--------|
| 1-Jul  |       |                                                              |        |
| 2-Jul  |       |                                                              |        |
| 3-Jul  |       |                                                              |        |
| 4-Jul  |       |                                                              |        |
| 5-Jul  |       |                                                              |        |
| 6-Jul  |       |                                                              |        |
| 7-Jul  |       |                                                              |        |
| 8-Jul  |       |                                                              |        |
| 9-Jul  | 8     | Document Processing/Affidavits and exhibits                  |        |
| 10-Jul |       |                                                              |        |
| 11-Jul |       |                                                              |        |
| 12-Jul | 6     | Document Processing/Affidavits and exhibits, Amento research |        |
| 13-Jul | 4     | Document Processing/Affidavits and exhibits                  |        |
| 14-Jul | 4     | Review Affidavits and exhibits                               |        |
| 15-Jul | 4     | Review Affidavits and exhibits                               |        |
| 16-Jul |       |                                                              |        |
| 17-Jul |       |                                                              |        |
| 18-Jul |       |                                                              |        |
| 19-Jul |       |                                                              |        |
| 20-Jul | 2     | Subpoena II document collection                              |        |
| 21-Jul | 1     | Subpoena II documents collection                             |        |
| 22-Jul |       |                                                              |        |
| 23-Jul |       |                                                              |        |
| 24-Jul |       |                                                              |        |
| 25-Jul |       |                                                              |        |
| 26-Jul |       |                                                              |        |
| 27-Jul |       |                                                              |        |
| 28-Jul |       |                                                              |        |
| 29-Jul |       |                                                              |        |
| 30-Jul |       |                                                              |        |
| 31-Jul |       |                                                              |        |
| TOTAL  | 27    |                                                              |        |

Signature: 

I hereby certify the hours and tasks are a true representation of services provided.

PETRA97085

004891



604 NORTH 16TH ST.  
BOISE, ID 83702  
(208) 345-5226  
EIN# 20-3744083

**Invoice**

| DATE      | INVOICE # |
|-----------|-----------|
| 6/29/2010 | 10-1167   |

**BILL TO:**

Cosho Humphrey, LLP  
Thomas G. Walker  
800 Park Blvd., Suite 790  
P.O. Box 9518  
Boise, ID 83707-9518

| P.O. NUMBER | TERMS  | PROJECT |
|-------------|--------|---------|
|             | Net 30 |         |

| QUANTITY | DESCRIPTION                                                                                                                              | RATE   | AMOUNT    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|
|          | April 19, 2010 - Agreement for Consulting Services<br>City of Meridian v. Petra Incorporated<br>Case No. 09-07257, CH File No. 20771-008 |        |           |
|          | JUNE 2010 Billing Period                                                                                                                 |        |           |
|          | CONSULTING                                                                                                                               |        |           |
| 17       | CONSULTING - Jack Lemley                                                                                                                 | 350.00 | 5,950.00  |
| 77       | CONSULTING - Richard Bauer                                                                                                               | 200.00 | 15,400.00 |
| 13.5     | CONSULTING - Roy McGlothlin                                                                                                              | 100.00 | 1,350.00  |

**PAID**

DATE 7/20/10  
CHECK # 21170 FILE # 20771-8  
AMOUNT \$ 22,700.00  
RE: \_\_\_\_\_

Due and Payable To Lemley International, EIN # 20-3744083. Please remit to the address listed above.

**TOTAL****\$22,700.00****EXHIBIT**

tabbies

A-2



NAME: Jack K. Lemley  
PERIOD: June-10

CLIENT: Cosho Humphries, LLP - Thomas Walker  
PROJECT: City of Meridian vs Petra

| DATE   | HOURS | TASK DESCRIPTION                                             | TASK # |
|--------|-------|--------------------------------------------------------------|--------|
| 1-Jun  |       |                                                              |        |
| 2-Jun  |       |                                                              |        |
| 3-Jun  |       |                                                              |        |
| 4-Jun  |       |                                                              |        |
| 5-Jun  |       |                                                              |        |
| 6-Jun  |       |                                                              |        |
| 7-Jun  | 2.0   | Review opinion / draft report                                |        |
| 8-Jun  |       |                                                              |        |
| 9-Jun  | 4.0   | Mtg w/ Cosho and Petra                                       |        |
| 10-Jun | 4.0   | Review Petra reports, draft report                           |        |
| 11-Jun | 2.0   | Review Petra proposal, LI report                             |        |
| 12-Jun |       |                                                              |        |
| 13-Jun |       |                                                              |        |
| 14-Jun |       |                                                              |        |
| 15-Jun | 1.0   | Mtg w/ Richard Bauer on case                                 |        |
| 16-Jun | 0.0   | Deposition at Trout Jones ( 6.05 hrs - billed to opposition) |        |
| 17-Jun |       |                                                              |        |
| 18-Jun |       |                                                              |        |
| 19-Jun |       |                                                              |        |
| 20-Jun |       |                                                              |        |
| 21-Jun |       |                                                              |        |
| 22-Jun |       |                                                              |        |
| 23-Jun |       |                                                              |        |
| 24-Jun | 2.0   | Mtg w/ Jerry Frank                                           |        |
| 25-Jun |       |                                                              |        |
| 26-Jun |       |                                                              |        |
| 27-Jun |       |                                                              |        |
| 28-Jun | 2.0   | Study JKL deposition transcript                              |        |
| 29-Jun |       |                                                              |        |
| 30-Jun |       |                                                              |        |
| TOTAL  | 17.0  |                                                              |        |

Signature: \_\_\_\_\_



**NAME:** Rich Bauer  
**PERIOD:** Jun-10

**CLIENT:** Cosho Humphrey, LLP - Thomas Walker  
**PROJECT:** City of Meridian vs Petra

| DATE         | HOURS       | TASK DESCRIPTION                                                           | TASK # |
|--------------|-------------|----------------------------------------------------------------------------|--------|
| 1-Jun        | 6.0         | Draft Report                                                               |        |
| 2-Jun        | 7.0         | Draft Report                                                               |        |
| 3-Jun        | 6.5         | Draft Report                                                               |        |
| 4-Jun        | 9.5         | Draft Report                                                               |        |
| 5-Jun        |             |                                                                            |        |
| 6-Jun        |             |                                                                            |        |
| 7-Jun        | 8.0         | Review opinion w/JKL; draft report & cover letter                          |        |
| 8-Jun        | 7.0         | Contract Money not paid to Petra; City contract admin practices; update re |        |
| 9-Jun        | 9.0         | Meet, discuss project, update draft                                        |        |
| 10-Jun       | 6.0         | Geotech Reports; Draft & send report                                       |        |
| 11-Jun       | 4.0         | Petra Original proposal; Review report w/jkl                               |        |
| 12-Jun       |             |                                                                            |        |
| 13-Jun       |             |                                                                            |        |
| 14-Jun       |             |                                                                            |        |
| 15-Jun       | 3.0         | Review jkl report and soils reports w/jkl                                  |        |
| 16-Jun       | 5.0         | Documents for Subpoena                                                     |        |
| 17-Jun       | 0.5         | Document requests                                                          |        |
| 18-Jun       |             |                                                                            |        |
| 19-Jun       |             |                                                                            |        |
| 20-Jun       |             |                                                                            |        |
| 21-Jun       |             |                                                                            |        |
| 22-Jun       |             |                                                                            |        |
| 23-Jun       | 3.0         | Contingency Document Request From Mr. Trout                                |        |
| 24-Jun       | 2.0         | Meet GF re:Opportunity costs; Note to GF re: person to work on loss of Op  |        |
| 25-Jun       | 0.5         | Settlement Letter;                                                         |        |
| 26-Jun       |             |                                                                            |        |
| 27-Jun       |             |                                                                            |        |
| 28-Jun       |             |                                                                            |        |
| 29-Jun       |             |                                                                            |        |
| 30-Jun       |             |                                                                            |        |
|              |             |                                                                            |        |
|              |             |                                                                            |        |
| <b>TOTAL</b> | <b>77.0</b> |                                                                            |        |

**Signature:**

RBaner

PETRA97088  
004894



NAME: Roy McGlothlin  
PERIOD: June 2010

CLIENT: Cosho Humphrey, LLP - Thomas Walker  
PROJECT: City of Meridian vs. Petra

| DATE   | HOURS | TASK DESCRIPTION                                             | TASK # |
|--------|-------|--------------------------------------------------------------|--------|
| 1-Jun  |       |                                                              |        |
| 2-Jun  |       |                                                              |        |
| 3-Jun  |       |                                                              |        |
| 4-Jun  |       |                                                              |        |
| 5-Jun  |       |                                                              |        |
| 6-Jun  |       |                                                              |        |
| 7-Jun  |       |                                                              |        |
| 8-Jun  |       |                                                              |        |
| 9-Jun  | 4.0   | Meeting with Walker, Frank, Bennett, Coughlin, Bauer, Lemley |        |
| 10-Jun | 1.5   | Building Cost research                                       |        |
| 11-Jun |       |                                                              |        |
| 12-Jun |       |                                                              |        |
| 13-Jun |       |                                                              |        |
| 14-Jun |       |                                                              |        |
| 15-Jun |       |                                                              |        |
| 16-Jun | 4.0   | Subpoena Document Request                                    |        |
| 17-Jun | 4.0   | Subpoena Document Request                                    |        |
| 18-Jun |       |                                                              |        |
| 19-Jun |       |                                                              |        |
| 20-Jun |       |                                                              |        |
| 21-Jun |       |                                                              |        |
| 22-Jun |       |                                                              |        |
| 23-Jun |       |                                                              |        |
| 24-Jun |       |                                                              |        |
| 25-Jun |       |                                                              |        |
| 26-Jun |       |                                                              |        |
| 27-Jun |       |                                                              |        |
| 28-Jun |       |                                                              |        |
| 29-Jun |       |                                                              |        |
| 30-Jun |       |                                                              |        |
|        |       |                                                              |        |
|        |       |                                                              |        |
| TOTAL  | 13.5  |                                                              |        |

Signature: \_\_\_\_\_

PETRA97089

004895



604 NORTH 16TH ST.  
BOISE, ID 83702  
(208) 345-5226  
EIN# 20-3744083

# Invoice

| DATE     | INVOICE # |
|----------|-----------|
| 6/3/2010 | 10-1162   |

**BILL TO:**

Cosho Humphrey, LLP  
Thomas G. Walker  
800 Park Blvd., Suite 790  
P.O. Box 9518  
Boise, ID 83707-9518

| P.O. NUMBER | TERMS  | PROJECT |
|-------------|--------|---------|
|             | Net 30 |         |

| QUANTITY | DESCRIPTION | RATE | AMOUNT |
|----------|-------------|------|--------|
|----------|-------------|------|--------|

April 19, 2010 - Agreement for Consulting Services  
City of Meridian v. Petra Incorporated  
Case No. 09-07257, CH File No. 20771-008

May 1 - May 31, 2010 Billing Period

CONSULTING

12.5 CONSULTING - Jack Lemley

350.00

4,375.00

37 CONSULTING - Richard Bauer

200.00

7,400.00

**PAID**

DATE 6/14/10

CHECK # 20975 FILE # 20771-8

AMOUNT \$ 11,775.00

RE: \_\_\_\_\_

Due and Payable To Lemley International, EIN # 20-3744083. Please remit to the address listed above.

**TOTAL**

\$11,775.00

**EXHIBIT**

A-3

PETRA97090  
004896



NAME: Jack K. Lemley  
PERIOD: May-10

CLIENT: Cosho Humphries, LLP - Thomas Walker  
PROJECT: City of Meridian vs Petra

| DATE   | HOURS | TASK DESCRIPTION                          | TASK # |
|--------|-------|-------------------------------------------|--------|
| 1-May  | 1.5   | Review Claim Documents                    |        |
| 2-May  | 1.5   | Review Pleadings                          |        |
| 3-May  | 2.0   | Review Pleadings                          |        |
| 4-May  |       |                                           |        |
| 5-May  |       |                                           |        |
| 6-May  | 2.5   | Review Counterclaims                      |        |
| 7-May  |       |                                           |        |
| 8-May  | 1.5   | Review Project Scope of Work              |        |
| 9-May  |       |                                           |        |
| 10-May |       |                                           |        |
| 11-May | 2.0   | Review Project Schedule & Monthly Reports |        |
| 12-May | 1.5   | Review Project Schedule & Monthly Reports |        |
| 13-May |       |                                           |        |
| 14-May |       |                                           |        |
| 15-May |       |                                           |        |
| 16-May |       |                                           |        |
| 17-May |       |                                           |        |
| 18-May |       |                                           |        |
| 19-May |       |                                           |        |
| 20-May |       |                                           |        |
| 21-May |       |                                           |        |
| 22-May |       |                                           |        |
| 23-May |       |                                           |        |
| 24-May |       |                                           |        |
| 25-May |       |                                           |        |
| 26-May |       |                                           |        |
| 27-May |       |                                           |        |
| 28-May |       |                                           |        |
| 29-May |       |                                           |        |
| 30-May |       |                                           |        |
| 31-May |       |                                           |        |
| TOTAL  | 12.5  |                                           |        |

Signature: \_\_\_\_\_

PETRA97091

004897





**NAME:** Rich Bauer  
**PERIOD:** May-10

**CLIENT:** Cosho Humphrey, LLP - Thomas Walker  
**PROJECT:** City of Meridian vs Petra

| DATE         | HOURS       | TASK DESCRIPTION                                    | TASK # |
|--------------|-------------|-----------------------------------------------------|--------|
| 1-May        |             |                                                     |        |
| 2-May        |             |                                                     |        |
| 3-May        |             |                                                     |        |
| 4-May        |             |                                                     |        |
| 5-May        |             |                                                     |        |
| 6-May        |             |                                                     |        |
| 7-May        |             |                                                     |        |
| 8-May        |             |                                                     |        |
| 9-May        |             |                                                     |        |
| 10-May       |             |                                                     |        |
| 11-May       |             |                                                     |        |
| 12-May       |             |                                                     |        |
| 13-May       |             |                                                     |        |
| 14-May       |             |                                                     |        |
| 15-May       |             |                                                     |        |
| 16-May       |             |                                                     |        |
| 17-May       |             |                                                     |        |
| 18-May       |             |                                                     |        |
| 19-May       |             |                                                     |        |
| 20-May       |             |                                                     |        |
| 21-May       |             |                                                     |        |
| 22-May       |             |                                                     |        |
| 23-May       |             |                                                     |        |
| 24-May       | 8.0         | Baird Affidavit; support for amended complaint      |        |
| 25-May       | 6.5         | Notes for report                                    |        |
| 26-May       | 7.5         | Pay Apps and budgets vs CO 1 & 2                    |        |
| 27-May       | 8.0         | Schedule, Development Strategy & masonry for report |        |
| 28-May       | 7.0         | Pac West bench mark and TMC CO for report           |        |
| 29-May       |             |                                                     |        |
| 30-May       |             |                                                     |        |
| 31-May       |             |                                                     |        |
|              |             |                                                     |        |
| <b>TOTAL</b> | <b>37.0</b> |                                                     |        |

Signature: \_\_\_\_\_



604 NORTH 16TH ST.  
BOISE, ID 83702  
(208) 345-5226  
EIN# 20-3744083

RECEIVED

MAY 13 2010

THOMAS G. WALKER  
LAWYER

# Invoice

DATE

INVOICE #

5/12/2010

10-1158

BILL TO:

Cosho Humphrey, LLP  
Thomas G. Walker  
800 Park Blvd., Suite 790  
P.O. Box 9518  
Boise, ID 83707-9518

P.O. NUMBER

TERMS

PROJECT

Net 30

| QUANTITY                                                                                                                                 | DESCRIPTION                 | RATE   | AMOUNT   |
|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------|----------|
| April 19, 2010 - Agreement for Consulting Services<br>City of Meridian v. Petra Incorporated<br>Case No. 09-07257, CH File No. 20771-008 |                             |        |          |
| April 1 - April 30, 2010 Billing Period                                                                                                  |                             |        |          |
| CONSULTING                                                                                                                               |                             |        |          |
| 4                                                                                                                                        | CONSULTING - Jack Lemley    | 350.00 | 1,400.00 |
| 14                                                                                                                                       | CONSULTING - Richard Bauer  | 200.00 | 2,800.00 |
| 2                                                                                                                                        | CONSULTING - Roy McGlothlin | 100.00 | 200.00   |

PAID

DATE 5/13/10  
CHECK # 20894 FILE # 20771-8  
AMOUNT \$ 4400.00  
RE: \_\_\_\_\_

Due and Payable To Lemley International, EIN # 20-3744083. Please remit to the address listed above.

TOTAL

\$4,400.00

EXHIBIT

tabbies

A-4

PETRA97093  
004899



NAME: Jack K. Lemley  
PERIOD: March-10

CLIENT: Cosho Humphries, LLP - Thomas Walker  
PROJECT: City of Meridian vs Petra

| DATE   | HOURS | TASK DESCRIPTION                                           | TASK # |
|--------|-------|------------------------------------------------------------|--------|
| 1-Apr  |       |                                                            |        |
| 2-Apr  |       |                                                            |        |
| 3-Apr  |       |                                                            |        |
| 4-Apr  |       |                                                            |        |
| 5-Apr  |       |                                                            |        |
| 6-Apr  |       |                                                            |        |
| 7-Apr  |       |                                                            |        |
| 8-Apr  |       |                                                            |        |
| 9-Apr  |       |                                                            |        |
| 10-Apr |       |                                                            |        |
| 11-Apr |       |                                                            |        |
| 12-Apr |       |                                                            |        |
| 13-Apr |       |                                                            |        |
| 14-Apr |       |                                                            |        |
| 15-Apr |       |                                                            |        |
| 16-Apr |       |                                                            |        |
| 17-Apr |       |                                                            |        |
| 18-Apr |       |                                                            |        |
| 19-Apr |       |                                                            |        |
| 20-Apr |       |                                                            |        |
| 21-Apr |       |                                                            |        |
| 22-Apr |       |                                                            |        |
| 23-Apr | 2.0   | Document Review, breifing, Walk Through City hall          |        |
| 24-Apr | 1.5   | Review Affidavid, time-line, ammended complaint w/ R Bauer |        |
| 25-Apr |       |                                                            |        |
| 26-Apr |       |                                                            |        |
| 27-Apr | 0.5   | Telecon w/ R Bauer                                         |        |
| 28-Apr |       |                                                            |        |
| 29-Apr |       |                                                            |        |
| 30-Apr |       |                                                            |        |
|        |       |                                                            |        |
| TOTAL  | 4.0   |                                                            |        |

Signature: \_\_\_\_\_



NAME: Rich Bauer  
PERIOD: Apr-10

CLIENT: Cosho Humphrey, LLP - Thomas Walker  
PROJECT: City of Meridian vs Petra

| DATE   | HOURS | TASK DESCRIPTION                                                | TASK # |
|--------|-------|-----------------------------------------------------------------|--------|
| 1-Apr  |       |                                                                 |        |
| 2-Apr  |       |                                                                 |        |
| 3-Apr  |       |                                                                 |        |
| 4-Apr  |       |                                                                 |        |
| 5-Apr  |       |                                                                 |        |
| 6-Apr  |       |                                                                 |        |
| 7-Apr  |       |                                                                 |        |
| 8-Apr  |       |                                                                 |        |
| 9-Apr  |       |                                                                 |        |
| 10-Apr |       |                                                                 |        |
| 11-Apr |       |                                                                 |        |
| 12-Apr |       |                                                                 |        |
| 13-Apr |       |                                                                 |        |
| 14-Apr |       |                                                                 |        |
| 15-Apr |       |                                                                 |        |
| 16-Apr |       |                                                                 |        |
| 17-Apr |       |                                                                 |        |
| 18-Apr |       |                                                                 |        |
| 19-Apr |       |                                                                 |        |
| 20-Apr | 1.0   | Document Review                                                 |        |
| 21-Apr |       |                                                                 |        |
| 22-Apr | 5.0   | Document Review & Time line                                     |        |
| 23-Apr | 4.0   | Document Review; Brief JKL; Walk through City Hall with TC & GB |        |
| 24-Apr | 1.5   | Review Affidavit, time line & ammended complaint w/JKL          |        |
| 25-Apr | 0.0   |                                                                 |        |
| 26-Apr | 0.5   | Telcon w/TW & w/GB; Define alleged Breaches;                    |        |
| 27-Apr | 2.0   | Meet w/GB & TC; Telcon w/Jack                                   |        |
| 28-Apr |       |                                                                 |        |
| 29-Apr |       |                                                                 |        |
| 30-Apr |       |                                                                 |        |
|        |       |                                                                 |        |
|        |       |                                                                 |        |
|        |       |                                                                 |        |
| TOTAL  | 14.0  |                                                                 |        |

Signature: \_\_\_\_\_



NAME: Roy McGlothlin  
PERIOD: April 2010

CLIENT: Cosho Humphrey, LLP - Thomas Walker  
PROJECT: City of Meridian vs Petra

| DATE   | HOURS | TASK DESCRIPTION                         | TASK # |
|--------|-------|------------------------------------------|--------|
| 1-Apr  |       |                                          |        |
| 2-Apr  |       |                                          |        |
| 3-Apr  |       |                                          |        |
| 4-Apr  |       |                                          |        |
| 5-Apr  |       |                                          |        |
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| 18-Apr |       |                                          |        |
| 19-Apr |       |                                          |        |
| 20-Apr |       |                                          |        |
| 21-Apr |       |                                          |        |
| 22-Apr |       |                                          |        |
| 23-Apr |       |                                          |        |
| 24-Apr |       |                                          |        |
| 25-Apr |       |                                          |        |
| 26-Apr |       |                                          |        |
| 27-Apr | 2.0   | Meeting with GB, TC, RB; Telcon with JKL |        |
| 28-Apr |       |                                          |        |
| 29-Apr |       |                                          |        |
| 30-Apr |       |                                          |        |
|        |       |                                          |        |
|        |       |                                          |        |
| TOTAL  | 2.0   |                                          |        |

Signature: \_\_\_\_\_

**DENNIS R. REINSTEIN, CPA/ABV, ASA, CVA**

**Birthdate:** [REDACTED]

**Education:** University of Idaho  
BS Agri-business, 1974  
BS Business (Accounting), 1975

**Certification:** Licensed in Idaho as CPA, 1976  
CVA designation, 1995  
ABV designation, 2001  
ASA designation, 2003

**Career Experience:** Hooper Cornell, PLLC

Partner January, 2002 - Present

Presnell-Gage Accounting & Consulting

Firm-wide supervisory responsibilities for business consulting services and electronic data processing services

Boise office

|                   |                                   |
|-------------------|-----------------------------------|
| Partner           | January, 1996 - December 31, 2001 |
| Partner-in-charge | October, 1991 - January, 1996     |
| Partner           | July, 1989 - September, 1991      |

Moscow office

|                   |                            |
|-------------------|----------------------------|
| Partner-in-charge | October, 1983 - June, 1989 |
|-------------------|----------------------------|

Lewiston office

|                  |                             |
|------------------|-----------------------------|
| Partner          | May, 1980 - September, 1983 |
| Manager          | 1979 - 1980                 |
| Staff Accountant | 1975 - 1978                 |

Professional experience includes:

- (1) Valuation of small businesses and professional practices.
- (2) Assistance to clients with the analysis of business operations and significant business transactions. These include negotiations on purchase and sale of a business or business segments, including assistance with valuation of business entities.
- (3) Design and assist with implementation of financial accounting and control systems for various clients served by the firm.
- (4) Supervision of accounting and auditing services provided by the firm's professional staff and consultation on procedures and methods of providing client services.
- (5) Member of team conducting review of complex mainframe and microcomputer accounting systems.
- (6) Co-authored and presented eight-hour course on cash management. Presented other client educational seminars and seminars to other service professionals such as bankers and attorneys.
- (7) Duties as a partner-in-charge included the responsibility for managing an office and personnel in accordance with firm policies.

**EXHIBIT**

"B"

004903 RA97097

**DENNIS R. REINSTEIN, CPA/ABV, ASA, CVA (Continued)**

**Career  
Experience  
continued:**

Farmer's Home Administration - Assistant County Supervisor, 1974.

Duties included:

- (1) Evaluation of credit applications and preparation of application packages for review and approval.
- (2) Residential real estate and farm appraisals.

**Professional  
Memberships  
and Activities:**

Idaho Society of CPAs, member  
Chairman of Management of an Accounting Practice Committee  
Member of Committees on  
Public Relations  
Continuing Professional Education  
Relations with Bankers  
Northern Chapter of Idaho Society of CPAs, president  
American Institute of CPAs, member  
American Society of Appraisers, member - Business Valuation  
National Association of Certified Valuation Analysts, member  
The Institute of Business Appraisers, member  
Continental Association of CPAs, Past Chair of Litigation Services Committee  
and Information Technology Committee  
Boise Estate Planning Council, member, Treasurer  
Past Program Chairman

**Public Service  
and Community  
Activities:**

Boise Chamber of Commerce  
Member of Small Business Recognition Sub-committee  
Member of Small Business Education and Advisory Sub-committee  
Chair of Small Business Committee  
Member of Garden City Chamber Council  
Discovery Center of Idaho, Vice President of Board  
Kiwanis  
Moscow Chamber of Commerce  
Past-President, V. Pres. Treasurer & Board member  
Moscow Executive Association  
Moscow Rotary  
Lewiston Chamber of Commerce  
Lewiston Jaycees  
Held various offices & a member of Board of Directors  
Prepared and presented accounting seminars for Human Advancement's  
Inc., Minority Contractors Awareness Seminars and the Lewis-Clark  
Homebuilders Association.  
Taught night classes in bookkeeping at the Clarkston Branch of Walla Walla  
Community College.

**PRIOR DEPOSITION OR TRIAL TESTIMONY**

The following is a list of cases in which I have given testimony in either deposition or at trial in the last four years.

- 1) Richard Gomez v. Mastec North America, Inc., et al.  
Trial – Boise, Idaho – August 2006
- 2) United States Bankruptcy Court  
In re: Steven Paul Cady and Connie Jean Cady  
Trial – Boise, Idaho – August 2006
- 3) Roy Hall v. Glenns Ferry Grazing Association  
Trial – Boise, Idaho – August 2006
- 4) MSN Communications, Inc. v. CompuNet, Inc., et al.  
Deposition – Boise, Idaho – October 2006
- 5) Serenic Software, Inc. v. Protean Technologies, Inc., et al.  
Deposition – Boise, Idaho – October 2006
- 6) Shannon L. Allison, et al., v. Daniel R. Torrez et al.  
Deposition – Boise, Idaho – November 2006
- 7) Chris Matey, et al., v. Ford Motor Company et al.  
Deposition – Boise, Idaho – November 2006
- 8) Michael P. Fisher, et al., v. Christian Cusimano, et al.  
Deposition – Boise, Idaho – March 2007
- 9) Saint Alphonsus Diversified Care, Inc. v. MRI Associates, LLP  
Deposition – Boise, Idaho – June 2007



**PRIOR DEPOSITION OR TRIAL TESTIMONY - continued**

- 10) Idaho State Department of Agriculture v. Wheatland Agribusiness, Inc., et al.  
Deposition – Boise, Idaho – April 2008
- 11) J.R. Simplot Company v. Nestle USA, Inc.  
Deposition – Boise, Idaho – May 2008
- 12) United States of America ex rel. Cherri Suter and Melinda Harmer v. National Rehab Partners Inc. and Magic Valley Regional Medical Center  
Deposition – Boise, Idaho – August 2008
- 13) Hobson Fabricating Corp. v. SE/Z Construction, LLC, et al.  
Deposition – Boise, Idaho – September 2008
- 14) George C. Turner. v. Russell E. and Victoria F. Turner  
Trial – Murphy, Idaho – July 2009
- 15) Ronald R. McCann. v. William V. McCann, Jr., et al  
Hearing on Motion to Compel – Boise, Idaho – August 2009
- 16) Darel Hardenbrook, et al. v. United Parcel Service, Co.  
Trial – Boise, Idaho – January 2010

## **QUALIFICATIONS**

See curriculum vitae attached.

## **COMPENSATION**

Hourly rate of \$295 plus out-of-pocket costs.

## **PUBLICATIONS/PRESENTATIONS**

The following is a list of publications I have authored or co-authored over the last 10 years.

- 1) Selling Your Business – Non-Family Valuation and Tax Issues, presented to the National Auctioneers Association – 52nd Auctioneers Conference and Show on July 20, 2001.
- 2) Litigation Questions, Problems & Solutions: The Bench, Bar and Clients Speak Out. Participant on the client panel – presented to the Idaho State Bar Litigation Section on January 10, 2003.
- 3) Using Business Valuations To Build An Estate – presented to the Boise Estate Planning Council on November 3, 2003.
- 4) Business Valuation Basics – presented to the Boise Wells Fargo Business Bankers meeting on December 5, 2003.
- 5) Business Valuation Basics: How to Use Valuation/Financial Theory to Increase the Value of Your Business – presented to TechHelp, Manufacturers Luncheon on January 28, 2005.
- 6) Tax Planning for Sales of Real Estate – sponsored by Premier Alliance on March 16, 2005.
- 7) Valuation and Credit Analysis: Similarities and Differences – presented to Boise area U.S. Bank business bankers on May 11, 2005.
- 8) The Guideline Publicly Traded Company Method and The Market Value of “invested” Capital: Should Market Value of “Stakeholder” Capital be the Appropriate Reference – Business Valuation Review; Summer, 2006.
- 9) A Hybrid Restricted Stock/Pre-IPO Data Point: Lack of Marketability Discount for ESOP's. – Business Valuation Review; Summer, 2007.
- 10) Pension Plans and Closely-Held Companies: Valuing Tricky Assets in Divorce – presented to the Idaho State Bar Association on May 9, 2008.
- 11) Co-presenter on damages in Personal Injury litigation to various Treasure Valley area law firms – 2009
- 12) An Update on Proposed IRS' Appraiser Penalty Procedures – published in ISCPA Adjusting Entry, April 2010.

## Keith A. Pinkerton, CFA, ASA

### Education

Bachelor of Arts (Economics), University of South Florida (Tampa, Florida), 1991

Master of Business Administration (Finance), Baylor University (Waco, Texas), 1996

### Professional Certifications

Chartered Financial Analyst—the CFA Institute, Charter Number 45208, awarded September 2001.

Accredited Senior Appraiser, Business Valuation discipline, *the American Society of Appraisers*, awarded 2003.

### Professional Employment History

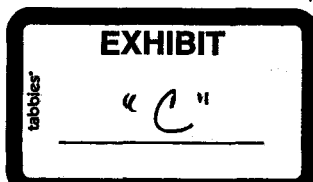
|                |                                                                        |
|----------------|------------------------------------------------------------------------|
| 2005 – Present | Director of Valuation Services, Hooper Cornell, PLLC, Boise, Idaho     |
| 2009 - 2009    | Adjunct Professor of Finance, George Fox University, Boise Center      |
| 2003 – 2005    | Valuation Manager, Pershing Yoakley & Associates, Knoxville, Tennessee |
| 2000 – 2003    | Valuation Manager, WP Valuation Services, Fort Worth, Texas            |
| 1995 – 2000    | Manager, the Perryman Group, Waco, Texas                               |
| 1991 – 1995    | Economist, United States Department of Agriculture, Washington, DC     |

### Memberships and Affiliations

- The CFA Institute ([www.cfainstitute.org](http://www.cfainstitute.org))
- The CFA Society of Idaho
- The American Society of Appraisers ([www.appraisers.org](http://www.appraisers.org))
- National Association for Business Economics ([www.nabe.com](http://www.nabe.com))
- National Association of Forensic Economics ([www.nafe.net](http://www.nafe.net))
- Treasure Valley Estate Planning Council
- Ludwig von Mises Institute for Austrian Economics ([www.mises.org](http://www.mises.org))
- Business Valuation Discussion Group ([www.bvdg.org](http://www.bvdg.org))

### Articles, Presentations and Professional Activities

- Co-Author, *Marketability & Lack of Control Discounts*, Paper presented to the American Academy of Matrimonial Lawyers, March 2002
- Panelist, *Helping a Business Survive a Down Cycle*, Panel discussion for the Fort Worth Chapter of the Texas Society of CPAs, February 2003
- Speaker, *Business Valuation Update: Hot Issues*, Presented to the Institute of Management Accountants, East Tennessee State University, September 2003
- Speaker, *Business Valuation Update: Hot Issues*, Presentation to the Institute of Management Accountants, Knoxville Chapter, September 2003
- Speaker, *Litigation Support & Professional Practice Valuation*, Presentation to the Institute of Management Accountants, Knoxville Chapter, December 2003
- Speaker, *SFAS No. 141 & 142, Business Combinations and Intangible Assets*, Presentation to the Fort Worth Chapter of the Texas Society of CPAs, November, 2002
- Grader, *2002, 2003, and 2004 Chartered Financial Analyst Examinations*, the CFA Institute, Charlottesville, Virginia.
- Member, *Domestic Review Team*, *2007 Chartered Financial Analyst Examination*, the CFA Institute, Charlottesville, Virginia.
- Speaker, *Business Valuation and Credit Analysis: Similarities and Differences*, Presentation to US Bank, Boise, Idaho, May, 2005.
- Speaker, *Business Valuation Basics*, Presentation to TechHelp—Idaho Falls, September, 2005.



## Keith A. Pinkerton, CFA, ASA (continued)

- Speaker, *AICPA's Proposed Business Valuation Standards*, Presentation to Idaho Society of Certified Public Accountants, September, 2005.
- Speaker, *Business Valuation, Hot Issues for 2006 and Beyond*, Presentation to Idaho Society of Certified Public Accountants, January, 2006.
- Guest-Lecturer, *Differences in Valuation of Publicly-Traded and Privately-Held Companies*, Presented to MBA students at Boise State University, April, 2006.
- Speaker, *Business Valuation Basics and How to Use Valuation/Finance Theory to Increase the Value of Your Business*, Boise Metro Chamber of Commerce, May, 2006.
- Speaker, *Privately-held Companies v. Publicly Traded Stock: Differences and Issues for Valuation*, Presented to the CFA Society of Idaho, May 2006.
- Co-Author, *For What Its Worth*, a recurring column in the Idaho Business Review, 2006 - 2009.
- Co-Author, *Company-Specific Risk—A Different Paradigm: A New Benchmark*, Business Valuation Review, Spring 2006, Volume 25, No.1.
- Speaker, *2006 Tax Court Case Update*, Treasure Valley Estate Planning Council, June 2006.
- Author, *2006 Valuation Court Case Update*, September 27, 2006.
- Speaker, *Top Estate Planning, Wealth Transfer and Asset Protection Techniques*, Sept. 2006.
- Co-Author, *The Guideline Publicly Traded Company Method and the Market Value of Invested Capital*, Business Valuation Review, Summer 2006, Volume 25, No.2.
- Co-Author, *Quantification of Company-Specific Risk: A New Empirical Framework with Practical Applications*, Business Valuation Update, Volume 13, Number 2; February 2007.
- Author, *Does The Pension Protection Act of 2006 Impact All Tax Valuations? An Assessment of the New Law's Reach*, Adjusting Entries, the Journal of the ISCPA, Issue I, 2007.
- Panelist, *Quantifying Company Specific Risk*, an audio telephone conference for business appraisers hosted by Business Valuation Resources, March 8, 2007.
- Guest-Lecturer, *Understanding Valuation of Private Companies*, Presentation to graduate Finance class at Boise State University, May, 2007.
- Co-Author, *Buy-Sell Agreements: A Misnomer? Adjusting Entries*, Journal of the ISCPA, Issue II, 2007.
- Speaker, *Business Valuation Basics & How to Sell Your Company for Top Dollar*, Pocatello Small Business Development Center, March 2007.
- Speaker, *Quantifying Company Specific Risk*, internal training seminar presented to a Top 100 public accounting firm, Minneapolis, MN, May 23, 2007.
- Co-Author, *Quantifying Company-Specific Risk: The Authors Answer Your Questions*, Business Valuation Update, Volume 13, Number 5; May 2007.
- Speaker, *Quantifying Company Specific Risk*, appraisal training session presented at the Institute of Business Appraisers 2007 Symposium; Denver, CO, June 2007.
- Co-Author, *A Hybrid Restricted Stock/Pre-IPO Data Point: Lack of Marketability Discount for ESOPs*; Business Valuation Review, Summer 2007, Volume 26, No.2.
- Speaker, *The Case of the Disappearing Debt: Valuation or Lost Profits with Changing Assumptions*; appraisal training Session presented at the Institute of Business Appraisers 2007 Symposium; Denver, CO, June 2007.
- Co-Author, *Company Specific Risk: The Dow 30 vs. Private Company USA*; The Value Examiner, September/October 2007.
- Co-Developer, *Company-Specific Risk Calculator*, a commercial program for computing company-specific risk for publicly-traded benchmarks; available on [www.bvmarketdata.com](http://www.bvmarketdata.com).
- Co-Author, *Stock Options: Corporate Lottery Ticket—or Not?*, Adjusting Entries, the Journal of the ISCPA, Issue 2, 2007.
- Co-Author, *Comparing the Butler-Pinkerton Model to Traditional Methods Under Four Daubert Criteria*; Business Valuation Update, Volume 13, Number 11; November 2007.

Keith A. Pinkerton, CFA, ASA (continued)

- Co-Author, *Quantifying Company-Specific Risk—Regardless of Your Faith in Beta*; Business Appraisal Practice, Winter 2007
- Co-Author, *Company-Specific Risk: Believe It or Not - You Can Quantify It!* Adjusting Entries, the Journal of the ISCPA, Issue I, 2008.
- Panelist, *Using the BPM™ Total Cost of Equity and Public Company Specific Risk Calculator™*; an audio telephone conference hosted by NACVA and Business Valuation Resources, March 8, 2007.
- Co-Author, *Butler Pinkerton Model™ Finds Another Application in SFAS 123R*; Business Valuation Update, Volume 14, No.3, March, 2008.
- Co-Author, *Total Cost of Equity of Company-Specific Risk—A Better Use for the BPM?*; Business Valuation Update, Volume 14, No.4, April 2008.
- Co-Author, *Why You Should Be Aware of the Impact of SSVS-1*; Adjusting Entries, the Journal of the ISCPA, Issue II, 2008.
- Speaker, *Pension Plans and Closely-Held Companies, Valuing Tricky Assets in Divorce*; presented to the Idaho State Bar Association; Boise, Idaho; May 9, 2008.
- Speaker, *The Butler Pinkerton Model: Empirical Support for Company Specific Risk*; presented to the National Association of Certified Valuation Analysts, Las Vegas, NV; June 10, 2008.
- Speaker, *The Butler Pinkerton Model: Empirical Support for Company Specific Risk*; presented to the California Society of Certified Public Accountants—BVFLS Section, Las Angeles, CA; Aug 21, 2008.
- Speaker, *Using the Butler Pinkerton Model in Valuation Reports*; an Internet webinar hosted by the National Association of Certified Valuation Analysts; December 5, 2008.
- Co-Author, *There's a New Beta in Town, and Its Name is Total Beta*; Business Valuation Update, Volume 15, No.3, March 2009.
- Co-Author, *Butler Pinkerton Model Report*, an E-book published by Morningstar, March, 2009.
- Co-Author, *A Total Repudiation of Mr. Kasper's Critique of the Butler Pinkerton Model*, an online article disseminated through [www.bvmarketdata.com](http://www.bvmarketdata.com), May 2009.
- Author, *Response to Larry Kasper Regarding the Diversification Argument*; The Value Examiner, January/February 2010
- Co-Author, *Total Beta: the Missing Piece of the Cost of Capital Puzzle*; Valuation Strategies, May/June, 2009.
- Speaker, *Cost of Capital*, California Society of CPAs, May 2009
- Speaker, *Cost of Capital*, presented to the National Association of Certified Valuation Analysts, Boston, MA; May 27, 2009.
- Speaker, *Getting the Most from Your Financial Expert in Personal Injury Litigation Matters*, a CLE presentation to various Boise-area law firms, various dates, 2009.
- Author, *The Search for Value*, published in the quarterly newsletter of George Fox University, Fall, 2009.
- Speaker, *Buy-Sell Disagreements and Solutions*, presented to the Boise Estate Planning Council, November 2, 2009.
- Speaker, *Business Valuation: Demystifying the Process*, presented to attorneys and clients of Perkins Coie, LLP, March 30, 2010.
- Co-Author, *Financing Your Practice*, Chiropractic Economics, Volume 56, Issue 5; March 29, 2010.
- Author, *The Wonder Years: Integrating Your Practice into a Comprehensive Retirement Plan*, Chiropractic Economics, Volume 56, Issue 6; April 20, 2010.
- Author, *An Update on Proposed IRS' Appraiser Penalty Procedures*; Adjusting Entries, the Journal of the ISCPA, Issue II, 2010.
- Co-Author, *Give it to me Straight: Answers to Old Questions about Buy or Lease*; Chiropractic Economics, Volume 56, Issue 7; May 12, 2010.
- Author, *Sale-abrate Your Practice*; Chiropractic Economics, Volume 56, Issue 10; June 25, 2010.
- Author, *Financial Accounting and Managerial Accounting Compared*, a paper to accompany the seminar *Accounting 101 for Attorneys*, presented August 12, 2010.

## Keith A. Pinkerton, CFA, ASA (continued)

- Author, *Financial Statement Basic Concepts*, a paper to accompany the seminar *Accounting 101 for Attorneys*, presented August 12, 2010.

### Expert Testimony

- Cause No. 99-20905-V in the 303rd District Court of Dallas County; Dallas, Texas, Trial Testimony, Business Appraisal for Marital Dissolution; retained by Plaintiff(s).
- Cause No. 296-50175-01 in the 296th District Court of Colin County; McKinney, Texas, Trial Testimony, Business Appraisal for Marital Dissolution; retained by Plaintiff(s).
- Cause No. 158874-2 in the Chancery Court for Knox County, Knoxville, Tennessee, Trial Testimony, Quantification of Economic Damages—Dissenting Shareholder matter; retained by Plaintiff(s).
- Cause No. 153673-3 in the Chancery Court for Knox County, Knoxville, Tennessee, Deposition Testimony, Quantification of damages associated with the purchase of an operating business; retained by Plaintiff(s).
- Civil Action No. 05-CI-00233, Bell Circuit Court, Commonwealth of Kentucky, Deposition Testimony, Business appraisal and quantification of economic damages for dissenting shareholder matter; retained by Defendant(s).
- Civil Action No. 05-CI-00233, Bell Circuit Court, Commonwealth of Kentucky, Trial Testimony, Business appraisal and quantification of economic damages for dissenting shareholder matter; retained by Defendant(s).
- Civil Case No. CV-05-12224, Canyon County District Court, State of Idaho, Deposition Testimony, Quantification of damages associated with bad faith claim; retained by Defendant(s).
- Civil Case No. 1:06-CV-141-S-EJL, United States District Court, District of Idaho, Deposition Testimony, Quantification of damages associated with alleged trade-loading and breach of duty; retained by Defendant(s).
- Civil Case No. CV-2005-493-C, Valley County District Court, State of Idaho, Deposition Testimony, Quantification of damages associated with breach of contract; retained by Defendant(s).
- Civil Case No. CV DR 0722658, Ada County District Court, State of Idaho, Trial Testimony, Business appraisal for marital dissolution; retained by Defendant(s).
- Civil Case No. CV OC 0608433, Ada County District Court, State of Idaho, Deposition Testimony, quantification of damages associated with defamation and interference with economic advantage claim; retained by Plaintiff(s).
- Civil Case No. CV-2008-1069-OC, Bannock County District Court, State of Idaho, Deposition Testimony, quantification of damages associated with defamation and interference with prospective advantage.
- Civil Case No. CV-PI-0718437, Ada County District Court, State of Idaho, Trial Testimony, quantification of economic damages associated with wrongful death and personal injury; retained by Defendant(s).
- Civil Case No. CV-2006-3325-PI, Bannock County District Court, State of Idaho, Trial Testimony, quantification of economic damages associated with personal injury; retained by Defendant(s).
- Civil Case No. CV-PI-0704871, Ada County District Court, State of Idaho, Trial Testimony, quantification of economic damages associated with personal injury; retained by Defendant(s).
- Appeal Nos. 09-A-1335 and 09-A-1336, Idaho Board of Tax Appeals; Rebuttal Testimony, proper application of appraisal theory; retained by Defendant(s).
- Civil Case No. CV-07-663, Jefferson County District Court, State of Idaho, Trial Testimony, quantification of damages associated with bad faith claim; retained by Defendant(s).
- Civil Case No. CV DR 2009-06035, Ada County District Court, State of Idaho, Trial Testimony, Business appraisal for marital dissolution; retained by Plaintiff(s).
- Civil Case No. CV OC 0902282, Ada County District Court, State of Idaho, Deposition Testimony, analysis of lost profits associated with breach of contract and misappropriation of trade secrets; retained by Defendant(s).
- Civil Case No. CV OC 0902282, Ada County District Court, State of Idaho, Trial Testimony, analysis of lost profits associated with breach of contract and misappropriation of trade secrets; retained by Defendant(s).

### Professional Billing Rate

\$285 per hour

ORIGINAL

NO. \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. \_\_\_\_\_

AUG 16 2010

Thomas G. Walker (ISB 1856)  
Mackenzie Whatcott (ISB 6774)  
COSHO HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
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Direct Phone: (208) 639-5607  
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Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

J. DAVID NAVARRO, Clerk  
By E. HOLMES  
DEPUTY

Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

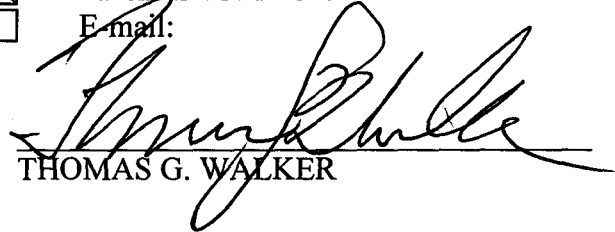
Case No. CV OC 0907257

NOTICE OF SERVICE OF  
DISCOVERY REQUESTS

NOTICE IS HEREBY GIVEN that on this 16<sup>th</sup> day of August, 2010, Defendant Petra Incorporated's Eighth Requests for Production of Documents dated August 16, 2010, together with a copy of this Notice of Service, were served upon counsel for Plaintiff/Counterdefendant, the City of Meridian as follows:

Kim J. Trout  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☐ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☒ Facsimile: 331-1529  
☐ E-mail:



THOMAS G. WALKER



ORIGINAL

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A.M. \_\_\_\_\_ P.M. 349

AUG 17 2010

J. DAVID NAVARRO, Clerk  
By A. GARDEN  
DEPUTY

Thomas G. Walker (ISB 1856)  
Mackenzie Whatcott (ISB 6774)  
COSHO HUMPHREY, LLP  
800 Park Blvd., Suite 790  
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E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

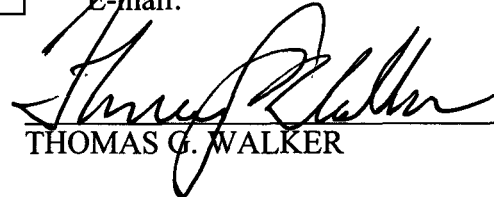
Case No. CV OC 0907257

**NOTICE OF SERVICE OF  
DISCOVERY REQUESTS**

NOTICE IS HEREBY GIVEN that on this 17<sup>th</sup> day of August, 2010, Defendant Petra Incorporated's Ninth Requests for Production of Documents dated August 17, 2010, together with a copy of this Notice of Service, were served upon counsel for Plaintiff/Counterdefendant, the City of Meridian as follows:

Kim J. Trout  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☐ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☒ Facsimile: 331-1529  
☐ E-mail:

  
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THOMAS G. WALKER

NO. \_\_\_\_\_ FILED \_\_\_\_\_ 3:40  
A.M. \_\_\_\_\_ P.M.

AUG 17 2010

J. DAVID NAVARRO, Clerk  
By CARLY LATIMORE  
DEPUTY

KIM J. TROUT, ISB #2468  
DANIEL LORAS GLYNN, ISB #5113  
TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.  
225 North 9th Street, Suite 820  
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Boise, ID 83701  
Telephone: (208) 331-1170  
Facsimile: (208) 331-1529

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho  
Corporation,

Defendant.

Case No. CV OC 09-7257

**MOTION TO DISMISS (IDAHO TORT  
CLAIMS ACT)**

COMES NOW the City of Meridian, Plaintiff herein, by and through its counsel of record, the law firm of Trout Jones Gledhill Fuhrman Gourley, P.A., and hereby moves this Court to Dismiss, pursuant to Rule 12(b)(6), all claims asserted by Petra, Incorporated, (hereafter "Petra"). This motion is supported by the Plaintiff City of Meridian's Memorandum in Support of Motion to Dismiss (Idaho Tort Claims Act) filed concurrently herewith, and the pleadings and papers on file in this matter.

Oral argument is requested.

DATED this 17<sup>th</sup> day of August, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.

By: 

Kim J. Trout  
Attorneys for Plaintiff


**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 17<sup>th</sup> day of August, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker  
MacKenzie Whatcott  
COSH O HUMPHREY, LLP  
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Kim J. Trout

AUG 17 2010

J. DAVID NAVARRO, Clerk  
By CARLY LATIMORE  
DEPUTY

KIM J. TROUT, ISB #2468  
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P.O. Box 1097  
Boise, ID 83701  
Telephone: (208) 331-1170  
Facsimile: (208) 331-1529

Attorneys for Plaintiff

IN THE PETRA COURT OF THE FOURTH JUDICIAL PETRA OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho  
Corporation,

Defendant.

Case No. CV OC 09-7257

PLAINTIFF CITY OF MERIDIAN'S  
MEMORANDUM IN SUPPORT OF  
MOTION TO DISMISS (IDAHO TORT  
CLAIMS ACT-I.C. SECTION 50-219)

The Plaintiff City of Meridian (hereinafter referred to as "the City"), by and through its counsel of record, the law firm of Trout Jones Gledhill Fuhrman Gourley, P.A., submits this Memorandum in Support of its Motion to Dismiss all claims asserted by Petra, Incorporated, (hereinafter referred to as "Petra"), regardless of how characterized, against the City based on Petra's failure to comply with the pre-suit notification requirements of the Idaho Tort Claims Act, I.C. § 6-901 *et seq.* ("ITCA").

As is evident from the Counterclaim, and all briefing and affidavits submitted by Petra, there can be no dispute that Petra did not serve upon the City an ITCA compliant notice prior to the assertion of its claims against the City in this matter. In view of the fact that Petra did not serve a

notice of claim upon the City within 180 days from the date that its claims against the City arose, or reasonably should have been known, all claims of Petra against the City must be dismissed, for failure to state a claim upon which relief can be granted.

## ARGUMENT

### **All Claims of Petra for Damages Against the City Must be Dismissed With Prejudice in View of Petra's Failure to Properly Serve a Compliant and Timely Notice on the City in Accordance With the ITCA.**

Municipal corporations like the City are entitled to pre-suit notice under the ITCA. This requirement is found within Idaho Code § 50-219, which requires that “[a]ll claims for damages against a city must be filed as prescribed by [the ITCA].” I.C. § 50-219. *See also, Sweitzer v. Dean*, 118 Idaho 568, 798 P.2d 27 (1990) (stating that I.C. § 50-219 clearly intended to make “filing procedures for all claims against a municipality uniform, standard and consistent.”); *Scott Beckstead Real Estate Company v. City of Preston*, 147 Idaho 852, 856, 216 P. 3d 141, 145 (2009). Thus, “[n]otice of a claim for damages against a city, whether grounded in tort, contract or otherwise, falls under the ‘all claims’ language of I.C. § 50-219.” *Cox v. City of Sandpoint*, 140 Idaho 127, 131, 90 P.3d 352, 356 (2003).

“[I]t is clear that failure to comply with the notice requirement bars a suit regardless of how legitimate it might be.” *Driggers v. Grafe*, 148 Idaho 295, 297, 221 P.2d 521, 523 (Ct. App. 2009). *See also, Bryant v. City of Blackfoot*, 137 Idaho 307, 48 P.3d 636 (2002); *Mallory v. City of Montpelier*, 126 Idaho 446, 885 P.2d 1162 (Ct. App. 1994); *McQuillen v. City of Ammon*, 113 Idaho 719, 747 P.2d 741 (1987); *Overman v. Klien*, 103 Idaho 795, 654 P.2d 888 (1992). Accordingly, in all actions against a governmental entity such as the City here, the party asserting a claim must both plead and prove that he or she has complied with the requirements of the ITCA. *Pounds v. Dennison*, 120 Idaho 425, 816 P.2d 982 (1991) (summary judgment was proper as plaintiff had failed to make a showing sufficient

to establish the existence of an element essential to her case on which she bore the burden of proof, *i.e.* compliance with ITCA).

Pursuant to I.C. § 6-907, a notice of claim must:

accurately describe the conduct and circumstances which brought about the injury or damage, describe the injury or damage, state the time and place the injury or damage occurred, state the names of all persons involved, if known, and shall contain the amount of damages claimed, together with a statement of the actual residence of the claimant at the time of presenting and filing the claim and for a period of six (6) months immediately prior to the time the claim arose.

I.C. § 6-907.

As Petra is forced to concede, and its pleadings do not even attempt to allege such an action, it did not serve upon the City a notice of claim which was compliant with the foregoing requirements for such a notice. Moreover, every Petra cause of action, directly seeks 'damages' as the remedy from the City. *See* Petra Incorporated's Answer to Complaint and First Amended Counterclaim (Aug. 21, 2010). In fact, as Petra's counsel acknowledged at the hearing on Petra's Motion to Amend, all of Petra's claims for damages were known to Petra as of the date of the filing of the Counterclaim.

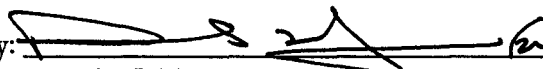
Each and every claim of Petra in its Counterclaim either expressly seeks an award of damages against the City. However, it is beyond dispute that any claim by Petra for damages from the City should have been preceded by a timely and compliant notice of claim pursuant to the ITCA. Petra made no such ITCA notice of claim and thus the City is entitled to an order dismissing with prejudice any and all claims of the Petra against the City for damages in this matter.

### CONCLUSION

It is undisputed, and undisputable, that Petra wholly failed to plead, or comply with the ITCA and I.C. § 50-219. As such *all* claims of the Petra which seek payment, or seek a determination that the City incur monetary loss in favor of the Petra must be dismissed with prejudice.

DATED this 17<sup>th</sup> day of August, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.

By:   
Kim J. Trout  
Attorneys for Plaintiff

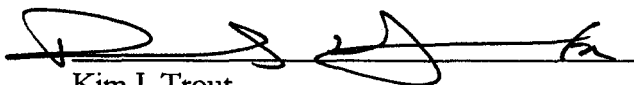
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 17<sup>th</sup> day of August, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker  
MacKenzie Whatcott  
COSHO HUMPHREY, LLP  
800 Park Blvd., Ste. 790  
P.O. Box 9518  
Boise, ID 83707-9518  
Fax: (208) 639-5609

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Kim J. Trout



AUG 17 2010

J. DAVID NAVARRO, Clerk  
By CARLY LATIMORE  
DEPUTY

KIM J. TROUT, ISB #2468  
DANIEL LORAS GLYNN, ISB #5113  
TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.  
225 North 9th Street, Suite 820  
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Boise, ID 83701  
Telephone: (208) 331-1170  
Facsimile: (208) 331-1529

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho  
Corporation,

Defendant.

Case No. CV OC 09-7257

**NOTICE OF HEARING RE:  
PLAINTIFF CITY OF MERIDIAN'S  
MOTION TO DISMISS (IDAHO TORT  
CLAIMS ACT)**

**TO: THE ABOVE NAMED DEFENDANT AND ITS COUNSEL OF RECORD:**

PLEASE TAKE NOTICE, that the hearing on Plaintiff's Motion to Dismiss will be heard  
on **Thursday September 15, 2010 at the hour of 3:30p.m. before the Honorable Ronald J.  
Wilper.** The hearing is scheduled at the Ada County Courthouse located at 200 W. Front St., Boise,  
ID, 83702.

DATED this 17<sup>th</sup> day of August, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.

By: 

Kim J. Trout  
Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 17<sup>th</sup> day of August, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker  
MacKenzie Whatcott  
COSHO HUMPHREY, LLP  
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Kim J. Trout

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A.M. \_\_\_\_\_ P.M.

AUG 19 2010

J. DAVID NAVARRO, Clerk  
By CARLY LATIMORE  
DEPUTY

KIM J. TROUT, ISB #2468  
TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦  
GOURLEY, P.A.  
225 North 9th Street, Suite 820  
P.O. Box 1097  
Boise, ID 83701  
Telephone: (208) 331-1170  
Facsimile: (208) 331-1529

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho  
Corporation,

Defendant.

Case No. CV OC 09-07257

**FOURTH AMENDED NOTICE OF  
HEARING**

TO: THE ABOVE NAMED PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE, that the evidentiary hearing on Plaintiff's Motion for Leave to File First Amended Complaint which was previously scheduled to be heard on the 29<sup>th</sup> day of April, 2010, has been vacated and is now scheduled to be heard on August 30, 2010, at the hour of 9:00 a.m., or as soon thereafter as the parties may be heard. The hearing is scheduled at the Ada County Courthouse located at 200 W. Front St., Boise, ID 83702.

DATED this 18<sup>th</sup> day of August, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦  
GOURLEY, P.A.

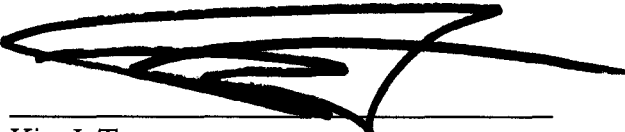
By:   
Kim J. Trout  
Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 18<sup>th</sup> day of August, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker  
MacKenzie Whatcott  
COSHO HUMPHREY, LLP  
800 Park Blvd., Ste. 790  
P.O. Box 9518  
Boise, ID 83707-9518  
Fax: (208) 639-5609

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Kim J. Trout

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NO. \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. 338

AUG 19 2010

J. DAVID NAVARRO, Clerk  
By J. RANDALL  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB 5509)  
Mackenzie Whatcott (ISB No. 6774)  
COSHO HUMPHREY, LLP  
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Attorneys for Defendant/Counterclaimant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF**

**THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**MOTION FOR AN ORDER THAT  
MERIDIAN'S MOTION FOR LEAVE  
TO FILE FIRST AMENDED  
COMPLAINT AND ADD PUNITIVE  
DAMAGES, ETC. BE DECIDED  
AFTER ORAL ARGUMENT  
PRESENTED AT A NON-  
EVIDENTIARY HEARING**

The above-named Defendant/Counterclaimant, Petra Incorporated ("Petra"), by and through its attorney of record, Thomas G. Walker, of the law firm Cosho Humphrey, LLP moves this Court pursuant to Rule 7 of the Idaho Rule of Civil Procedure for an order that Meridian's Motion for Leave to File First Amended Complaint and Add Punitive Damages, etc. be decided

after oral argument presented at a non-evidentiary hearing, if and when such a hearing is scheduled, based only upon the evidence<sup>1</sup> and legal memoranda<sup>2</sup> filed and served by the parties during April 2010.

This Motion is supported by the Memorandum in Support.

Oral argument is requested and is currently scheduled for telephonic hearing on August 24, 2010 at 1:30 p.m., or as soon thereafter as counsel can be heard. Petra's counsel will initiate the call.

DATED: August 19, 2010.

COSHO HUMPHREY, LLP

By: 

THOMAS G. WALKER

Attorneys for Defendants/Counterclaimant

---

<sup>1</sup> Affidavit of Theodore W. Baird and Exhibits thereto dated April 1, 2010; Affidavit of Thomas G. Walker dated April 7, 2010; Affidavit of Jerald Frank and exhibits thereto, dated April 7, 2010 and Affidavit of Eugene Bennett and Exhibits thereto dated April 7, 2010.

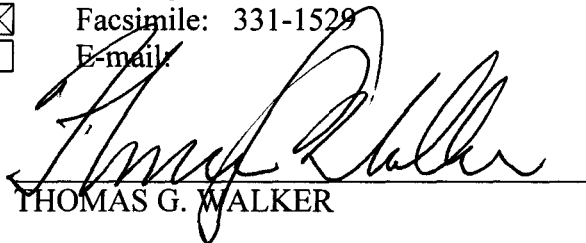
<sup>2</sup> Memorandum in Support of Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages dated April 1, 2010; Substitute Memorandum in Opposition to Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages dated April 12, 2010 and Notice of Clerical Errata Regarding Substitute Memorandum dated April 15, 2010 and Notice of Clerical Errata Regarding Substitute Memorandum date June 22, 2010; and Reply Memorandum in Support of Plaintiff's Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages dated April 19, 2010.

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 19<sup>th</sup> day of August, 2010, a true and correct copy of the  
within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

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☐ Hand Delivery  
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☒ Facsimile: 331-1529  
☐ E-mail:

  
THOMAS G. WALKER

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A.M. \_\_\_\_\_ FILED 3:38 P.M.

AUG 19 2010

J. DAVID NAVARRO, Clerk  
By J. RANDALL  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB 5509)  
Mackenzie Whatcott (ISB No. 6774)  
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Attorneys for Defendant/Counterclaimant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF**

**THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**MEMORANDUM IN SUPPORT OF  
MOTION FOR AN ORDER THAT  
MERIDIAN'S MOTION FOR LEAVE  
TO FILE FIRST AMENDED  
COMPLAINT AND ADD PUNITIVE  
DAMAGES, ETC. BE DECIDED  
AFTER ORAL ARGUMENT  
PRESENTED AT A NON-  
EVIDENTIARY HEARING**

Petra Incorporated ("Petra") by and through its attorney of record of the firm Cosho Humphrey, LLP submits its Memorandum in Support of Motion For An Order That Meridian's Motion For Leave To File First Amended Complaint And Add Punitive Damages, Etc. Be decided after oral argument presented at a non-evidentiary hearing.



## **1. INTRODUCTION**

As set forth in Petra's Objection to Meridian's Fourth Amended Notice of Hearing and Motion to Permanently Vacate the Evidentiary Hearing, Meridian has not complied with Rule 7(b)(3)(A) and the hearing noticed up in its Fourth Amended Notice of Hearing should be permanently vacated. Petra requests the Court to order that if and when City of Meridian's ("Meridian" or "City") properly notices its motion for leave to amend for hearing, that the Court enter an order requiring a non-evidentiary hearing so that the City's motion can be decided upon the affidavits, briefing, and oral argument of the parties.

## **2. LAW AND ANALYSIS**

The Fourth Amended Notice of Hearing—as stated on its face—is the fourth time that Meridian has scheduled its motion for hearing. In the event the Court grants Petra's motion and vacates the August 30, 2010 hearing, Petra anticipates that Meridian will schedule the motion for the fifth time. Because of Meridian's repeated delays and failures to comply with the Court's scheduling order and the Idaho Rules of Civil Procedure, the City's motion for punitive damages has been hanging over the heads of Petra's management and employees since last March.

The trial in this case is set to begin on December 1, 2010. A four-hour evidentiary hearing on Meridian's request to add a claim for punitive damages is not necessary, and in fact, Petra was unable to find a single published Idaho decision where a court held an evidentiary hearing on a motion for leave to add punitive damages. Further, Petra's counsel has never personally experienced, or found any other Idaho lawyer who has been involved in, an evidentiary hearing on a motion for leave to add punitive damages. All such hearings have been

non-evidentiary following submittal and service of briefs and affidavits. In addition, there does not appear to be any Idaho rule of procedure or statute that requires or even permits such an evidentiary hearing.

Rule 7(b) of the Idaho Rules of Civil Procedure sets forth the requirements for filing motions. The rule does not provide any party with the right to have an evidentiary hearing. Rather, the rule states “When a motion is supported by affidavits(s) [sic], the affidavit(s) shall be served with the motion...” I.R.C.P. 7(b)(3)(B). The rule also states that, “the moving party must indicate upon the face of the motion whether the party desires to present oral argument or file a brief...” I.R.C.P. 7(b)(3)(C). Consequently, a party can file and serve a motion, a brief, affidavits, and may choose to request oral argument or submit the matter to the court on the briefs.

Notably, there are a number of other rules that specifically provide for evidentiary hearings. For example, Rule 54 provides that a court may conduct an evidentiary hearing, if it deems necessary, regarding the award of attorney fees. Rule 84(r) provides that evidentiary hearings may be held on petitions for judicial review.

Idaho Code § 6-1604, dealing with punitive damages, does not provide for an evidentiary hearing. See I.C. § 6-1604(2). If the legislature intended to require an evidentiary hearing it could have so provided. Surely, if Meridian believed that legitimate grounds existed to support punitive damages, those reasons could have been set forth plainly and conspicuously in the affidavits it filed and served in support of its motion for leave to amend.

We believe the reason Meridian has sought an evidentiary hearing is because the affidavit testimony it has offered in this case falls far short of establishing the type of conduct that warrants presenting punitive damages at trial. Moreover, during discovery since April 1, 2010, Petra has determined that many of the City's alleged facts have turned out to be incorrect and unsubstantiated. Petra will deal with those deficiencies with motions to strike prior to the non-evidentiary hearing requested by its motion.

### 3. CONCLUSION

If and when Meridian properly notices its motion for leave to amend to add punitive damages for hearing, Petra requests that the Court enter an order requiring a non-evidentiary hearing so that the City's motion can be decided upon the affidavits, briefing, and oral argument of the parties.

DATED: August 19, 2010.

COSHO HUMPHREY, LLP

By: 

THOMAS G. WALKER

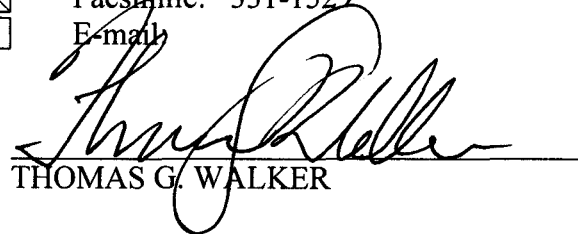
Attorneys for Defendants/Counterclaimant

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 19<sup>th</sup> day of August, 2010, a true and correct copy of the  
within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☐ U.S. Mail  
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☐ E-mail

  
THOMAS G. WALKER

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**AUG 19 2010**

J. DAVID NAVARRO, Clerk  
By J. RANDALL  
DEPUTY

Thomas G. Walker (ISB 1856)  
Erika Klein (ISB 5509)  
Mackenzie Whatcott (ISB 6774)  
COSH O HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
Direct Phone: (208) 639-5607  
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E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com);  
[mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com); [eklein@cosholaw.com](mailto:eklein@cosholaw.com)

Attorneys for Defendant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF**

**THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant.

Case No. CV OC 0907257

**OBJECTION TO MERIDIAN'S  
FOURTH AMENDED NOTICE OF  
HEARING AND MOTION TO  
PERMANENTLY VACATE  
EVIDENTIARY HEARING**

Petra Incorporated ("Petra") submits this Objection to Meridian's Fourth Amended Notice of Hearing and Motion to Permanently Vacate Evidentiary Hearing.

Petra moves this Court pursuant to Rule 7(b)(3)(A) of the Idaho Rules of Civil Procedure for an order that Meridian's evidentiary hearing that it noticed for hearing in its Fourth Amended Notice of Hearing be permanently vacated. This Motion is supported by the Memorandum in Support of Objection to Meridian's Fourth Amended Notice of Hearing and Motion to Permanently Vacate Evidentiary Hearing and the Affidavit of Thomas G. Walker, filed concurrently herewith.

Oral argument is requested and is currently scheduled for telephonic hearing on August 24, 2010 at 1:30 p.m., or as soon thereafter as counsel can be heard. Petra's counsel will initiate the call.

COSHO HUMPHREY, LLP

DATED: August 19, 2010.

By: 

THOMAS G. WALKER

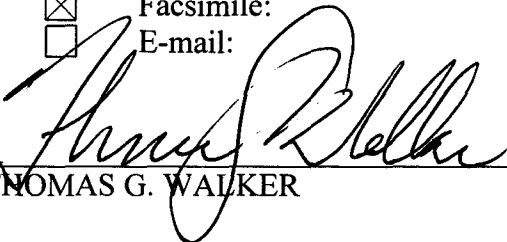
Attorneys for Defendant/Counterclaimant

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within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

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\_\_\_\_\_  
THOMAS G. WALKER

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AUG 19 2010

J. DAVID NAVARRO, Clerk  
By J. RANDALL  
DEPUTY

Thomas G. Walker (ISB 1856)  
Erika Klein (ISB 5509)  
Mackenzie Whatcott (ISB 6774)  
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Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com);  
[mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com); [eklein@cosholaw.com](mailto:eklein@cosholaw.com)

Attorneys for Defendant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**AFFIDAVIT OF THOMAS G. WALKER  
DATED AUGUST 19, 2010 IN SUPPORT  
OF OBJECTION TO MERIDIAN'S  
FOURTH AMENDED NOTICE OF  
HEARING AND MOTION TO  
PERMANENTLY VACATE  
EVIDENTIARY HEARING**



STATE OF IDAHO     )  
                                      ) ss.  
County of Ada         )

I, THOMAS G. WALKER, being first duly sworn upon oath, depose and state:

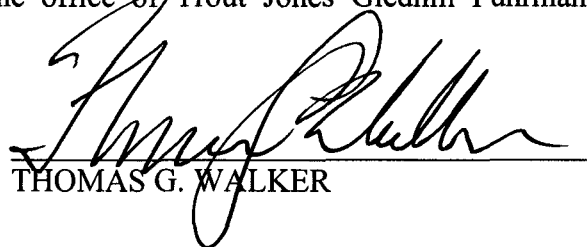
1. I am one of the attorneys of record for the Defendant/Counterclaimant, Petra Incorporated ("Petra"), in the above entitled action and I make this affidavit based on my own personal knowledge of the facts set forth herein.

2. I submit this affidavit in support of Petra's Objection to Meridian's Fourth Amended Notice of Hearing and Motion to Permanently Vacate Evidentiary Hearing.

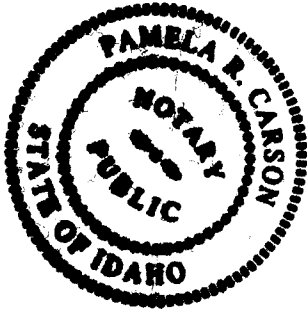
3. I am one of the custodians of records of Cosho Humphrey, LLP, which include memoranda, legal documents, reports, correspondence, emails, records, research and data compilations, in various forms that are kept in the course of Cosho Humphrey, LLP's regularly conducted business activity, and which are made and maintained as the regular practice of Cosho Humphrey, LLP.

4. Attached hereto as Exhibit "A" is a true and correct copy of the Fourth Amended Notice of Hearing that was received by this office at 4:10 p.m. on August 18, 2010.

5. Attached hereto as Exhibit "B" is a true and correct copy of email correspondence to and from Kevin Kluckhohn, a paralegal at the office of Trout Jones Gledhill Fuhrman Gourley, PA.

  
THOMAS G. WALKER

SUBSCRIBED AND SWORN to before me this 19th day of August, 2010.



A handwritten signature of Pamela R. Carson in black ink, written over a horizontal line.

Notary Public for Idaho  
Residing at Eagle, Idaho  
My commission expires: March 31, 2016.

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 19<sup>th</sup> day of August, 2010, a true and correct copy of the  
within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

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| <input type="checkbox"/>            | Overnight Courier |
| <input checked="" type="checkbox"/> | Facsimile         |
| <input type="checkbox"/>            | E-mail:           |

A handwritten signature of Thomas G. Walker in black ink, written over a horizontal line.  
THOMAS G. WALKER

**KIM J. TROUT, ISB #2468**  
**TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦**  
**GOURLEY, P.A.**  
225 North 9th Street, Suite 820  
P.O. Box 1097  
Boise, ID 83701  
Telephone: (208) 331-1170  
Facsimile: (208) 331-1529

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho  
Corporation,

Defendant.

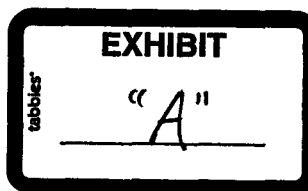
Case No. CV OC 09-07257

**FOURTH AMENDED NOTICE OF  
HEARING**

TO: THE ABOVE NAMED PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE, that the evidentiary hearing on Plaintiff's Motion for Leave to File First Amended Complaint which was previously scheduled to be heard on the 29<sup>th</sup> day of April, 2010, has been vacated and is now scheduled to be heard on August 30, 2010, at the hour of 9:00 a.m., or as soon thereafter as the parties may be heard. The hearing is scheduled at the Ada County Courthouse located at 200 W. Front St., Boise, ID 83702.

DATED this 18<sup>th</sup> day of August, 2010.



TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦  
GOURLEY, P.A.


By:   
Kim J. Trout  
Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 18<sup>th</sup> day of August, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker  
MacKenzie Whatcott  
COSH O HUMPHREY, LLP  
800 Park Blvd., Ste. 790  
P.O. Box 9518  
Boise, ID 83707-9518  
Fax: (208) 639-5609

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U.S. Mail ☐  
Fax ☒  
Fed. Express ☐  
Email ☐

  
Kim J. Trout

## Pam Carson

---

**From:** Kevin Kluckhohn [KKluckhohn@idalaw.com]  
**Sent:** Monday, June 28, 2010 2:35 PM  
**To:** Thomas G. Walker  
**Cc:** Kim Trout; Dick Kluckhohn-gmail; Pam Carson  
**Subject:** RE: City of Meridian v. Petra

Tom: What about August 30<sup>th</sup> from 1:00 to 5:00?

### Kevin Kluckhohn

Paralegal for Kim J. Trout  
Trout ♦ Jones ♦ Gledhill ♦ Fuhrman ♦ Gourley, PA  
225 N. 9th St., Ste 820  
Boise, ID 83702  
P.O. Box 1097  
Boise, ID 83701  
Telephone: (208) 331-1170  
Facsimile: (208) 331-1529  
[kkluckhohn@idalaw.com](mailto:kkluckhohn@idalaw.com)

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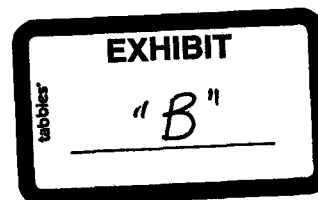
**From:** Thomas G. Walker [mailto:twalker@CoshLaw.com]  
**Sent:** Monday, June 28, 2010 2:06 PM  
**To:** Kevin Kluckhohn  
**Cc:** Kim Trout; Dick Kluckhohn-gmail; pcarson@CoshLaw.com  
**Subject:** RE: City of Meridian v. Petra

Kevin: I just got responses. August 16<sup>th</sup> doesn't work for Petra's witnesses. Jack Lemley will be out of the country from mid August through the end of August and Jerry Frank will be out of town the week of August 16<sup>th</sup>.

Thomas G. Walker  
Cosh Humphrey, LLP  
800 Park Blvd., Suite 790  
PO Box 9518  
Boise, ID 83707-9518  
Direct phone: 208-639-5607  
Cell phone: 208-869-1508  
Fax: 208-639-5601  
E-mail: [twalker@coshlaw.com](mailto:twalker@coshlaw.com)  
Blog: [www.ricolawblog.com](http://www.ricolawblog.com)

---

**From:** Kevin Kluckhohn [mailto:KKluckhohn@idalaw.com]  
**Sent:** Monday, June 28, 2010 1:38 PM  
**To:** Thomas G. Walker; Pam Carson



**Cc:** Kim Trout; Dick Kluckhohn-gmail  
**Subject:** City of Meridian v. Petra

Tom: I am following up regarding the hearing on Meridian's Motion to Amend. I have contacted the Court and the earliest available time for a four-hour evidentiary hearing is on August 16 beginning at 1:00 p.m. Could you please advise whether that will work and I will send out an amended notice of hearing. Thank you,

**Kevin Kluckhohn**

Paralegal for Kim J. Trout  
Trout ♦ Jones ♦ Gledhill ♦ Fuhrman ♦ Gourley, PA  
225 N. 9th St., Ste 820  
Boise, ID 83702  
P.O. Box 1097  
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[kkluckhohn@idalaw.com](mailto:kkluckhohn@idalaw.com)

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\*\*\*\*\*  
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**IRS Circular 230 Notice:**

Any tax advice contained herein was not intended or written to be used, and cannot be used, by any other person (i) in promoting, marketing or recommending any transaction, plan or arrangement or (ii) for the purpose of avoiding penalties that may be imposed under federal tax law.

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AUG 19 2010

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[mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com); [eklein@cosholaw.com](mailto:eklein@cosholaw.com)

Attorneys for Defendant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF**

**THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant.

Case No. CV OC 0907257

**MEMORANDUM IN SUPPORT OF  
OBJECTION TO MERIDIAN'S  
FOURTH AMENDED NOTICE OF  
HEARING AND MOTION TO  
PERMANENTLY VACATE  
EVIDENTIARY HEARING**

Petra Incorporated ("Petra") submits this Memorandum in Support of Objection to Meridian's Fourth Amended Notice of Hearing and Motion to Permanently Vacate Evidentiary Hearing.

## **1. BRIEF STATEMENT OF FACTS**

The City of Meridian (“Meridian” or “City”) filed its Motion for Leave to File First Amended Complaint and Add a Claim for Punitive Damages on March 30, 2010. Recognizing the significance of the City’s punitive damages claims, Petra filed and served a comprehensive response within seven days in order to proceed expeditiously with the April 15, 2010 hearing set by Meridian. After receiving Petra’s response, Meridian vacated the April 15, 2010 hearing and rescheduled it for April 22, 2010. Meridian then vacated the April 22, 2010 hearing date and, for the first time, noticed up an evidentiary hearing for April 29, 2010. It is likely that Meridian’s counsel realized that the evidence submitted on April 1, 2010 in support of the City’s motion for leave to add punitive damages was inadequate so he scheduled an evidentiary hearing in order to get a “second bite of the apple.”

Petra then retained Lemley International on April 19, 2010, so that it could put on expert testimony “. . . that Petra exercised ordinary and reasonable care with the same degree of professional skill, diligence and judgment as is customary in this community among construction managers performing work for projects of a size, scope and complexity similar to the Project.”<sup>1</sup> The April 29, 2010 evidentiary hearing date was subsequently vacated and reset for June 14, 2010.

On Friday, June 11, 2010, after Petra engaged in extensive preparation for the June 14, 2010 evidentiary hearing, Meridian advised Petra’s counsel that it was vacating its evidentiary hearing. Yet, another delay by Meridian in prosecuting the case it brought more than 16 months ago.

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<sup>1</sup> Affidavit of Thomas G. Walker dated May 20, 2010 at ¶ 9; Affidavit of Jack K. Lemley dated April 30, 2010 at ¶ 15.



On or about June 28, 2010, the office of Meridian's counsel, Trout Jones, emailed the office of Petra's counsel, Cosho Humphrey, and reported that the Court was available to conduct the evidentiary hearing on August 30, 2010 from 1:00 p.m. to 5:00 p.m.<sup>2</sup> Thereafter, Meridian's counsel did not provide the office of Petra's counsel with a notice of the evidentiary hearing until late in the afternoon of August 18, 2010, nearly 8 weeks after the available date was provided by the Court. On Wednesday, August 18, 2010, at approximately 4:10 p.m. in the afternoon, the office of Petra's counsel received a Fourth Amended Notice of Hearing.<sup>3</sup> The Fourth Amended Notice of Hearing indicated that Meridian intended to conduct the evidentiary hearing on August 30, 2010. Additionally, the Notice of Hearing stated that it was to be held at 9:00 a.m., rather than 1:00 p.m.<sup>4</sup>

The Fourth Amended Notice of Hearing is not timely under the Idaho Rules of Civil Procedure, Meridian has failed to show good cause for failing to timely file and serve the notice, has failed to request the Court to shorten time, and therefore the Court should order that the hearing not be held.

## **2. LAW AND ANALYSIS**

The Fourth Amended Notice of Hearing was received by Petra's counsel at 4:10 p.m. on August 18, 2010 for an August 30, 2010 evidentiary hearing on Meridian's Motion for Leave to File First Amended Complaint and Add Punitive Damages, etc.<sup>5</sup> The Fourth Amended Notice of Hearing violates Rule 7(b)(3)(A) of the Idaho Rules of Civil Procedure because it was served

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<sup>2</sup> Affidavit of Thomas G. Walker Dated August 19, 2010 ("Walker Aff."), at ¶ 5, Exhibit B.

<sup>3</sup> Walker Aff., at ¶ 4, Ex. A.

<sup>4</sup> *Id.*

<sup>5</sup> *Id.*

less than 14 days before the time specified for the hearing. Rule 7(b)(3)(A) provides in relevant part:

Unless otherwise ordered by the court . . . or specified elsewhere in the these rules;

(A) A written motion . . . and notice of the hearing thereon shall be filed with the court, and served so that it is received by the parties no later than fourteen (14) days before the time specified for hearing.

I.R.C.P. 7(b)(3)(A)(emphasis added).

The party seeking to either shorten or enlarge time must show good cause. “It is within the magistrate’s discretion whether to hear a motion upon shortened time when the magistrate determines good cause exists.” *Brinkmeyer v. Brinkmeyer*, 135 Idaho 596, 601, 21 P.3d 918, 923 (2001), citing *Sun Valley Potatoes, Inc. v. Rosholt, Robertson & Tucker*, 133 Idaho 1, 981 P.2d 236 (1999)(determining motions for summary judgment may be granted pursuant to I.R.C.P. 56(c) upon a shortened time where good cause is shown).

Further, the Idaho Supreme Court has held that ignoring the provisions of Rule 7(b)(3) constitutes an abuse of discretion. See *Parkside Schools, Inc. v. Bronco Elite Arts & Athletics, LLC*, 145 Idaho 176, 178, 177 P.3d 390, 392 (2008)(“It is clear that [Plaintiff] failed to comply with applicable provisions of I.R.C.P. 7(b)(3) and the district court ignored those provisions, thereby abusing its discretion. As a result, [Defendant’s] interests, particularly its right to an opportunity to be heard on the question of attorney fees, were disregarded.”).

In this case, Meridian has not even requested the Court to shorten time (at least that Petra’s counsel knows of), let alone establish good cause as to why the notice was not timely

filed and served. Without a showing of good case, Rule 7(b)(3) requires that 14 days notice be provided. Simply stated Meridian failed to comply with the rule.

### 3. CONCLUSION

Based upon the foregoing, Petra respectfully requests that the evidentiary hearing set for August 30, 2010 pursuant to Meridian's Fourth Amended Notice of Hearing be permanently vacated.

Petra is filing and serving an additional motion and supporting memorandum with this Objection and Motion. The additional motion is styled "Motion For An Order That Meridian's Motion For Leave To File First Amended Complaint And Add Punitive Damages, Etc. Be Decided After Oral Argument Presented At A Non-Evidentiary Hearing" and seeks a Court order that, if and when such a hearing is scheduled, the Court's decision be based only upon oral arguments and evidence<sup>6</sup> and legal memoranda<sup>7</sup> filed and served by the parties during April 2010.

COSHO HUMPHREY, LLP

DATED: August 19, 2010.

By: 

THOMAS G. WALKER

Attorneys for Defendant/Counterclaimant

<sup>6</sup> Affidavit of Theodore W. Baird and Exhibits thereto dated April 1, 2010; Affidavit of Thomas G. Walker dated April 7, 2010; Affidavit of Jerald Frank and exhibits thereto, dated April 7, 2010 and Affidavit of Eugene Bennett and Exhibits thereto dated April 7, 2010.

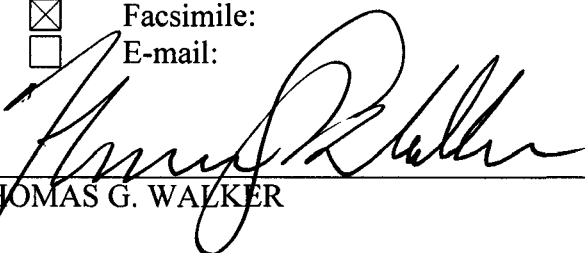
<sup>7</sup> Memorandum in Support of Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages dated April 1, 2010; Substitute Memorandum in Opposition to Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages dated April 12, 2010 and Notice of Clerical Errata Regarding Substitute Memorandum dated April 15, 2010 and Notice of Clerical Errata Regarding Substitute Memorandum date June 22, 2010; and Reply Memorandum in Support of Plaintiff's Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages dated April 19, 2010.

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 19<sup>th</sup> day of August, 2010, a true and correct copy of the within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
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\_\_\_\_\_  
THOMAS G. WALKER

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AUG 19 2010

J. DAVID NAVARRO, Clerk  
By J. RANDALL  
DEPUTY

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Attorneys for Defendant/Counterclaimant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF**

**THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**PETRA'S MOTION TO SHORTEN  
TIME FOR HEARING**

The above-named Defendant/Counterclaimant, Petra Incorporated ("Petra"), by and through its attorney of record, Thomas G. Walker, of the law firm Cosho Humphrey, LLP moves this Court pursuant to Rule 7(b)(3) of the Idaho Rules of Civil Procedure for an Order shortening the required period for hearing Petra's Objection to Meridian's Fourth Amended Notice of

Evidentiary Hearing and Motion to Permanently Vacate Evidentiary Hearing and Motion For An Order That Meridian's Motion For Leave To File First Amended Complaint And Add Punitive Damages, Etc. Be Decided After Oral Argument Presented At A Non-Evidentiary Hearing.

This motion is made because there is insufficient time to give the notice required by Rule 7(b)(3) prior to the hearing scheduled for Tuesday, August 24, 2010 at 1:30 p.m.

DATED: August 19, 2010.

COSHO HUMPHREY, LLP

By:

  
THOMAS G. WALKER

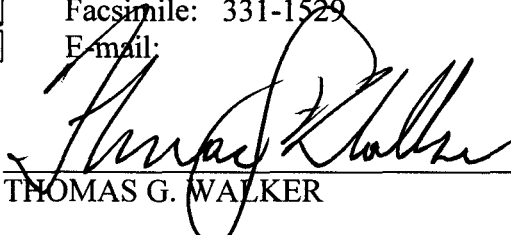
Attorneys for Defendants/Counterclaimant

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 19<sup>th</sup> day of August, 2010, a true and correct copy of the  
within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☐ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☒ Facsimile: 331-1529  
☐ E-mail:

  
\_\_\_\_\_  
THOMAS G. WALKER

ORIGINAL

NO. \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. 3:38

AUG 19 2010

J. DAVID NAVARRO, Clerk  
By J. RANDALL  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB 5509)  
Mackenzie Whatcott (ISB No. 6774)  
COSHO HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
Direct Phone: (208) 639-5607  
Cell Phone: (208) 869-1508  
Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [eklein@cosholaw.com](mailto:eklein@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant/Counterclaimant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**NOTICE OF HEARING**

PLEASE TAKE NOTICE, That the undersigned, attorneys for Petra Incorporated, ("Petra"), the Defendant/Counterclaimant in the above-entitled matter, will bring before the Honorable Ronald J. Wilper of the above-entitled Court, for hearing at the Ada County Courthouse, 200 West Front Street, Boise, Idaho 83702, on **Tuesday, the 24th day of August,**

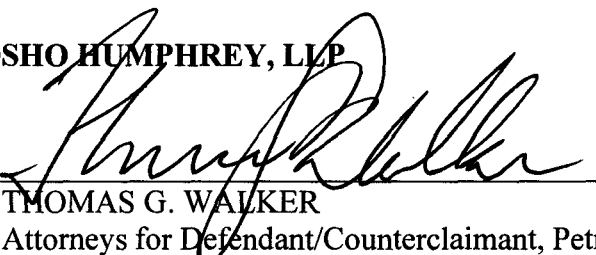


2010, at the hour of 1:30 p.m. or as soon thereafter as counsel can be heard, Defendant/Counterclaimant, Petra Incorporated's (1) Objection to Meridian's Fourth Amended Notice of Evidentiary Hearing and Motion to Permanently Vacate Evidentiary Hearing, (2) Motion For An Order That Meridian's Motion For Leave To File First Amended Complaint And Add Punitive Damages, Etc. Be Decided After Oral Argument Presented At A Non-Evidentiary Hearing, and (3) Motion to Shorten Time for Hearing.

DATED: August 19, 2010.

COSHO HUMPHREY, LLP

By:

  
THOMAS G. WALKER

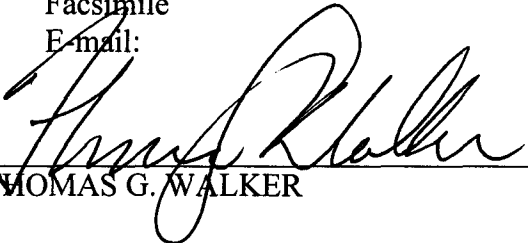
Attorneys for Defendant/Counterclaimant, Petra  
Incorporated

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 19<sup>th</sup> day of August, 2010, a true and correct copy of the  
within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☐ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☒ Facsimile  
☐ E-mail:

  
\_\_\_\_\_  
THOMAS G. WALKER

ORIGINAL

NO. \_\_\_\_\_ FILED \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. 3:41

AUG 19 2010

J. DAVID NAVARRO, Clerk  
By J. RANDALL  
DEPUTY

Thomas G. Walker (ISB 1856)  
Mackenzie Whatcott (ISB 6774)  
COSH O HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P. O. Box 9518  
Boise, Idaho 83707-9518  
Direct Phone: (208) 639-5607  
Cell Phone: (208) 869-1508  
Direct Facsimile: (208) 639-5609  
E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**NOTICE OF SERVICE OF  
DISCOVERY REQUESTS**

NOTICE IS HEREBY GIVEN that on this 19<sup>th</sup> day of August, 2010, Defendant Petra Incorporated's Tenth Requests for Production of Documents dated August 19, 2010, together with a copy of this Notice of Service, were served upon counsel for Plaintiff/Counterdefendant, the City of Meridian as follows:

Kim J. Trout  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

☐ U.S. Mail  
☐ Hand Delivery  
☐ Overnight Courier  
☒ Facsimile: 331-1529  
☐ E-mail:

  
THOMAS G. WALKER

ORIGINAL

RECEIVED

AUG 19 2010

Ada County Clerk

NO. \_\_\_\_\_  
A.M. 8:39 FILED P.M. \_\_\_\_\_

AUG 20 2010

J. DAVID NAVARRO, Clerk  
By INGA JOHNSON  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB 5509)  
Mackenzie Whatcott (ISB No. 6774)  
COSH O HUMPHREY, LLP  
800 Park Blvd., Suite 790  
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E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [eklein@cosholaw.com](mailto:eklein@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant/Counterclaimant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF**

**THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

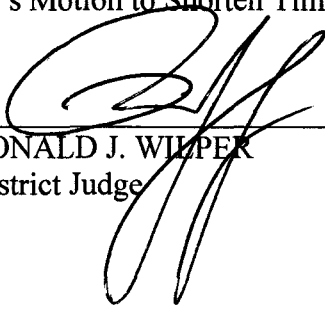
**ORDER TO SHORTEN TIME FOR  
HEARINGS**

Petra Incorporated's ("Petra") Motion to Shorten Time for hearing on Petra's (1) Objection to Meridian's Fourth Amended Notice of Evidentiary Hearing and Motion to Permanently Vacate Evidentiary Hearing, and (2) Motion For An Order That Meridian's Motion For Leave To File First Amended Complaint And Add Punitive Damages, Etc. Be Decided After

Oral Argument Presented At A Non-Evidentiary Hearing, having come before the Court, and  
good cause appearing therefor;

IT IS HEREBY ORDERED that Petra's Motion to Shorten Time is granted.

DATED: August 19<sup>th</sup> 2010.



---

RONALD J. WILPER  
District Judge

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 20 day of August, 2010, a true and correct copy of

the within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

|                                     |                     |
|-------------------------------------|---------------------|
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Thomas G. Walker  
Cosho Humphrey, LLP  
800 Park Blvd., Suite 790  
P.O. Box 9518  
Boise, Idaho 83707-9518

|                                     |                     |
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J. DAVID NAVARRO  
INGA JOHNSON

CLERK.

ORIGINAL

NO. \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. 3:20

AUG 20 2010

J. DAVID NAVARRO, Clerk  
By KATHY J. BIEHL  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB 5509)  
Mackenzie Whatcott (ISB No. 6774)  
COSH O HUMPHREY, LLP  
800 Park Blvd., Suite 790  
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E-mail: [twalker@cosholaw.com](mailto:twalker@cosholaw.com); [eklein@cosholaw.com](mailto:eklein@cosholaw.com); [mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com)

Attorneys for Defendant/Counterclaimant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF**

**THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**AMENDED NOTICE OF HEARING**


PLEASE TAKE NOTICE, That the undersigned, attorneys for Petra Incorporated, ("Petra"), the Defendant/Counterclaimant in the above-entitled matter, will bring before the Honorable Ronald J. Wilper of the above-entitled Court, for hearing at the Ada County Courthouse, 200 West Front Street, Boise, Idaho 83702, on **Thursday**, the **26th** day of



**August, 2010**, at the hour of **4:30 p.m.** or as soon thereafter as counsel can be heard, Defendant/Counterclaimant, Petra Incorporated's (1) Objection to Meridian's Fourth Amended Notice of Evidentiary Hearing and Motion to Permanently Vacate Evidentiary Hearing, (2) Motion For An Order That Meridian's Motion For Leave To File First Amended Complaint And Add Punitive Damages, Etc. Be Decided After Oral Argument Presented At A Non-Evidentiary Hearing, and (3) Motion to Shorten Time for Hearing.

DATED: August 20, 2010.

**COSHO HUMPHREY, LLP**

By:   
THOMAS G. WALKER  
Attorneys for Defendant/Counterclaimant, Petra  
Incorporated

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 20<sup>th</sup> day of August, 2010, a true and correct copy of the  
within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

|                                     |                   |
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THOMAS G. WALKER

3:45

AUG 20 2010

J. DAVID NAVARRO, Clerk  
By KIM J. TROUT

KIM J. TROUT, ISB #2468  
DANIEL LORAS GLYNN, ISB #5113  
TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.  
225 North 9th Street, Suite 820  
P.O. Box 1097  
Boise, ID 83701  
Telephone: (208) 331-1170  
Facsimile: (208) 331-1529

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,  
  
Plaintiff,  
  
v.  
  
PETRA, INCORPORATED, an Idaho  
Corporation,  
  
Defendant.

Case No. CV OC 09-7257

PLAINTIFF'S OBJECTION RE: PETRA,  
INCORPORATED'S MOTION TO  
SHORTEN TIME FOR HEARING

COMES NOW the City of Meridian, Plaintiff herein, by and through its counsel of record,  
the law firm of Trout Jones Gledhill Fuhrman Gourley, P.A., and hereby objects to Petra,  
Incorporated's Motion for Order Shortening Time filed on August 19, 2010 on the following  
grounds:

The Defendant has known of the time set for hearing in this matter since June 28, 2010 as  
evidenced by Exhibit B to the Affidavit of Thomas G. Walker Dated August 19, 2010 and has  
proceeded without objection. Perhaps more important, is that the Defendant has known of the  
City's Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages  
Pursuant to Idaho Code § 6-1604 (the "Motion") since March 31, 2010 and of the City's intent to

W

call witnesses as of April 19, 2010. *See* Reply Memorandum in Support of Plaintiff's Motion for Leave to File First Amended Complaint and add Claim for Punitive Damages Pursuant to Idaho Code § 6-1604, p. 8 (April 19, 2010). As such, there is no surprise, nor has the City's intent to call witnesses at the hearing been in any way withheld from the Defendant or Defendant's Counsel.

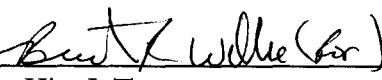
The principal attorney in this matter for the City of Meridian, Kim J. Trout, is unavailable to attend the hearing on Tuesday August 24, 2010, due to his responsibility to attend trial in Twin Falls County continuing on August 24, 2010.

Petra, Incorporated and its counsel had more than sufficient opportunity to file its groundless motion, and have it heard in the ordinary course without a last second filing, and without the resultant prejudice to the City in terms of an adequate opportunity to respond.

By its unexcused and unexplained delay, Petra and its counsel have waived its opportunity to bring the Motion to Shorten Time and the City respectfully requests that the request for an order shortening time for hearing be denied. In the event that Petra's Motion to Shorten Time is granted, the City of Meridian requests that the hearing scheduled for August 24 be vacated and reset at a time mutually agreeable for the Court and for counsel, with Mr. Walker's office coordinating available times.

DATED this 20<sup>th</sup> day of August, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.

By:   
Kim J. Trout  
Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 20<sup>th</sup> day of August, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker  
MacKenzie Whatcott  
COSHO HUMPHREY, LLP  
800 Park Blvd., Ste. 790  
P.O. Box 9518  
Boise, ID 83707-9518  
Fax: (208) 639-5609

Hand Delivered  
U.S. Mail  
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Fed. Express  
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\_\_\_\_\_  
Kim J. Trout

NO. \_\_\_\_\_  
A.M. \_\_\_\_\_ FILED P.M. 3:45

AUG 20 2010

**KIM J. TROUT, ISB #2468**  
**TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦**  
**GOURLEY, P.A.**

225 North 9th Street, Suite 820  
P.O. Box 1097  
Boise, ID 83701  
Telephone: (208) 331-1170  
Facsimile: (208) 331-1529

**J. DAVID NAVARRO, Clerk**  
By **KATHY J. BIEHL**  
DEPUTY

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho  
Corporation,

Defendant.

Case No. CV OC 09-07257

**FIFTH AMENDED NOTICE OF  
HEARING**

TO: THE ABOVE NAMED PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE, that the evidentiary hearing on Plaintiff's Motion for Leave to File First Amended Complaint which was noticed to be heard on the 30<sup>th</sup> day of August, 2010 at 9:00 a.m., contained a clerical error, is scheduled to be heard on August 30, 2010, at the hour of 1:00 p.m., or as soon thereafter as the parties may be heard. The hearing is scheduled at the Ada County Courthouse located at 200 W. Front St., Boise, ID 83702.

DATED this 20<sup>th</sup> day of August, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦  
GOURLEY, P.A.

By: Kim J. Trout (for)  
Kim J. Trout  
Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 20<sup>th</sup> day of August, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker  
MacKenzie Whatcott  
COSH O HUMPHREY, LLP  
800 Park Blvd., Ste. 790  
P.O. Box 9518  
Boise, ID 83707-9518  
Fax: (208) 639-5609

Hand Delivered  
U.S. Mail  
Fax  
Fed. Express  
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Kim J. Trout (for)  
Kim J. Trout

NO. \_\_\_\_\_ FILED \_\_\_\_\_ PM **213**  
A.M. \_\_\_\_\_  
**AUG 25 2010**  
J. DAVID NAVARRO, Clerk  
By E. HOLMES  
DEPUTY

**KIM J. TROUT, ISB #2468**  
**DANIEL LORAS GLYNN, ISB #5113**  
**TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.**  
225 North 9th Street, Suite 820  
P.O. Box 1097  
Boise, ID 83701  
Telephone: (208) 331-1170  
Facsimile: (208) 331-1529

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,  
  
Plaintiff,  
  
v.  
  
PETRA, INCORPORATED, an Idaho  
Corporation,  
  
Defendant.

Case No. CV OC 09-7257

**PLAINTIFF'S RESPONSE TO  
DEFENDANT'S MOTION FOR ORDER  
THAT MERIDIAN'S MOTION FOR  
LEAVE TO FILE FIRST AMENDED  
COMPLAINT AND ADD PUNITIVE  
DAMAGES, ETC. BE DECIDED AFTER  
ORAL ARGUMENT PRESENTED AT A  
NON-EVIDENTIARY HEARING**

The Plaintiff/Counterdefendant the City of Meridian, ("City"), by and through its counsel of record, Trout Jones Gledhill Fuhrman Gourley, P.A., submits its Plaintiff's Response To Defendant's Motion For Order That Meridian's Motion For Leave To File First Amended Complaint And Add Punitive Damages, Etc. Be Decided After Oral Argument Presented At A Non-Evidentiary Hearing as filed by the Defendant Petra Incorporated ("Petra").

The City has no objection to conducting the hearing on its Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages Pursuant to Idaho Code § 6-1604 as a

3



non-evidentiary hearing based solely on the affidavit evidence presented and the arguments of counsel thereon.

The City agrees that the Idaho Code requires only that a "hearing" be conducted, but provides no guidance as to what sort of hearing is to be employed by the trial court considering a motion to amend to add a claim for punitive damages. I.C. § 6-1604(2). What is clear, however, is the standard against which such a motion is to be adjudged. As I.C. § 6-1604(2) makes clear, the Court is to allow the amendment "if, after weighing the evidence presented, the court concludes that, the moving party has established at such hearing a reasonable likelihood of proving facts at trial sufficient to support an award of punitive damages." I.C. § 6-1604(2).

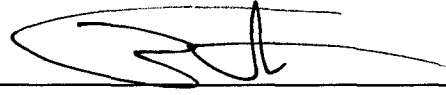
As it is the moving party's burden to present evidence which is to be considered at a hearing on the motion, a moving party faces a substantial challenge in meeting that burden in a case such as this one where the majority of the information supporting the moving party's claim is in the sole and exclusive possession of the party opposing the very same motion. At the time of the filing of the City's Motion, it had not completed the discovery and taken the necessary depositions to more fully support its Motion. For this reason, the City sought an evidentiary hearing wherein live testimony with respect to aspects of the case in which Petra's employees had not yet been deposed, and which Counsel for the City did not want to disclose its strategy and the related evidence.

At this point the City has completed the necessary discovery and depositions to present the evidence obtained therein such that the City can present the evidence it has gathered by affidavit. Accordingly, the City does not oppose the conducting of the hearing on the pending motion as one which is based solely on the affidavit evidence presented by the respective parties and the arguments of counsel, provided that the City is afforded sufficient time to supplement the record with the evidence it has obtained through the discovery process in this matter.

DATED this 25<sup>th</sup> day of August, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦  
GOURLEY, P.A.

By: \_\_\_\_\_



Kim J. Trout  
Attorneys for Plaintiff

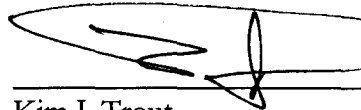
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 25<sup>th</sup> day of August, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker  
MacKenzie Whatcott  
COSHO HUMPHREY, LLP  
800 Park Blvd., Suite 790  
P.O. Box 9518  
Boise, Idaho 83707-9518  
Direct Facsimile: (208) 639-5609

Hand Delivered  
U.S. Mail  
Fax  
Email

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Kim J. Trout

**PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION FOR ORDER THAT MERIDIAN'S MOTION  
FOR LEAVE TO FILE FIRST AMENDED COMPLAINT AND ADD PUNITIVE DAMAGES, ETC. BE  
DECIDED AFTER ORAL ARGUMENT PRESENTED AT A NON-EVIDENTIARY HEARING**

AUG 25 2010

J. DAVID NAVAHRO, Clerk  
By L. AMES  
DEPUTY

ORIGINAL

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB 5509)  
Mackenzie Whatcott (ISB No. 6774)  
Matthew B. Schelstrate (ISB NO. 8276)  
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[mwhatcott@cosholaw.com](mailto:mwhatcott@cosholaw.com); [mschelstrate@cosholaw.com](mailto:mschelstrate@cosholaw.com)

Attorneys for Defendant/Counterclaimant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF**

**THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal  
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**PETRA'S MOTION IN LIMINE TO  
EXCLUDE TESTIMONY AND  
DOCUMENTS BY MERIDIAN'S  
EXPERTS**

Defendant/Counterclaimant, Petra Incorporated ("Petra"), in the above-entitled matter, by and through its attorneys of record, Cosho Humphrey, LLP, moves this Court pursuant to Rules 7(b) and 26(e) of the Idaho Rules of Civil Procedure, for an order in limine to exclude testimony and documents by Meridian's Experts.

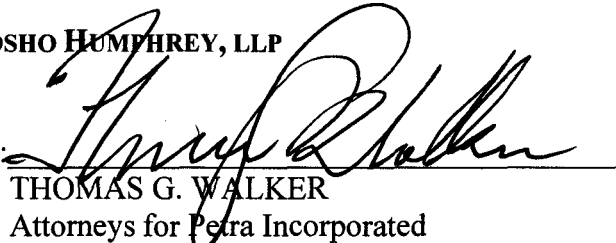
This motion is based on the pleadings, records and files in this case and Petra's Memorandum in Support of its Motion in Limine to Exclude Testimony and Documents by Meridian's Experts and First and Second Affidavits of Thomas G. Walker dated August 25, 2010.

Oral argument is requested on this motion and is currently scheduled September 27, 2010 at 1:30 p.m.

DATED: August 25, 2010.

COSHO HUMPHREY, LLP

By:

  
THOMAS G. WALKER  
Attorneys for Petra Incorporated

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 25<sup>th</sup> day of August, 2010, a true and correct copy of  
the within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
Boise, Idaho 83701

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THOMAS G. WALKER

ORIGINAL

NO. \_\_\_\_\_ FILED \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. \_\_\_\_\_  
AUG 25 2010  
J. DAVID NAVARRO, Clerk  
By L. AMES  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
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Attorneys for Defendant/Counterclaimant, Petra Incorporated

Attorneys for Defendant/Counterclaimant, Petra Incorporated

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF**

**THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, AN IDAHO  
MUNICIPAL CORPORATION,

Plaintiff,

v.

PETRA, INCORPORATED, AN IDAHO  
CORPORATION. ,

Defendant.

Case No. 09-07257

**MEMORANDUM IN SUPPORT OF  
PETRA'S MOTION IN LIMINE TO  
EXCLUDE TESTIMONY AND  
DOCUMENTS BY MERIDIAN'S  
EXPERTS**

The above-named Defendant/Counterclaimant, Petra Incorporated ("Petra"), by and through its attorney of record, Thomas G. Walker, of the law firm Cosho Humphrey, LLP submits this memorandum in support of its motion in limine to exclude testimony and documents by the Plaintiff City of Meridian's ("Meridian" or "City") experts.

**1. Meridian has failed to respond to and supplement its discovery responses and has failed to disclose its experts as required by this Court's Order Setting Proceedings and Trial.**

Petra's formal discovery served on May 6, 2009 included the following Interrogatory No. 16:

Identify each and every person You expect to call as an expert witness at any hearing or at trial, stating in detail as to each such person: (a) full name, home address, business address and telephone number; (b) educational background; (c) experience in the matter to which he is expected to testify; (d) subject matter on which he is expected to testify; (e) substance of the facts and opinions to which he is expected to testify and a summary of the grounds for each opinion; and (f) manner in which such expert became familiar with the facts of this case.

As of the date of this memorandum, the City has not provided a useful response to Interrogatory 16.<sup>1</sup>

Further, on July 28, 2009, this Court entered an Order Setting Procedures and Trial. Paragraph 6 of the Order required Meridian to disclose its experts no later than 126 days prior to trial. By Order Resetting Trial, the Court set the trial to commence on December 1, 2010. Thus, Meridian's disclosure of its experts was due no later than July 28, 2010. The Court's Order Setting Procedures and Trial also provided that "All parties' disclosure as to experts, shall be in compliance with Rule 26(b)(4)."

On July 28, 2010, the City filed and served a pleading entitled "Plaintiff's Disclosure of Expert Witnesses." Rather than including the information requested by Petra's Interrogatory 16, and as required by the Court's order, the City simply listed the names of 12 persons as follows:

**1. Steven J. Amento**

---

<sup>1</sup> A copy of Meridian's responses to Petra's First Set of Interrogatories, Requests for Production and Requests for Admission is attached as Exhibit A to the Second Affidavit of Thomas G. Walker, dated August 25, 2010.

2. Laura Knothe
3. Todd Weltner
4. MTI
5. Ray Weatherholt
6. Neil Anderson
7. Leo Geiss
8. Lee Cotton
9. Jason Neidigh
10. Mike Simmonds
11. Steve Turney
12. Tim Petshe

Consequently, the City has failed to meet its obligations under this Court's order and the Idaho Rules of Civil Procedure.

## **2. Law and Argument**

### **2.1 Meridian has failed to supplement its discovery responses as required by Rule 26(e), Idaho Rules of Civil Procedure.**

Rule 26(e) provides:

A party who has responded to a request for discovery with a response that was complete when made is under no duty to supplement the response to include information thereafter acquired, except as follows:

(1) A party is under a duty seasonably to supplement the response with respect to any question directly addressed to (A) the identity and location of persons having knowledge of discoverable matters, and (B) the identity of each person expected to be called as an expert witness at trial, the subject matter on which the person is expected to testify, and the substance of the person's testimony.

(2) A party is under a duty seasonably to amend a prior response if the party obtains information upon the basis of which (A) the party knows that the response was incorrect when made, or (B) the party knows that the response though correct when made is no longer true and the circumstances are such that a failure to amend the response is in substance a knowing concealment.



(3) A duty to supplement responses may be imposed by order of the court, agreement of the parties, or at any time prior to trial through new requests for supplementation of prior responses.

(4) If a party fails to seasonably supplement the responses as required in this Rule 26(e), the trial court may exclude the testimony of witnesses or the admission of evidence not disclosed by a required supplementation of the responses of the party.

The Idaho Supreme Court has provided the governing standard for compliance with pretrial orders as follows:

A trial court has authority to sanction parties for non-compliance with pretrial orders, and sanctions may include those enumerated in I.R.C.P. 37(b)(2)(B), (C), and (D) for discovery violations. I.R.C.P. 16(l). The imposition of such sanctions is committed to the discretion of the trial court, and we will not overturn such a decision absent a manifest abuse of that discretion. *S. Idaho Prod. Credit Ass'n. v. Astorquia*, 113 Idaho 526, 528, 746 P.2d 985, 987 (1987). When determining whether a district court abused its discretion, this Court considers three factors: (1) whether the trial court correctly perceived the issue as one of discretion, (2) whether it acted within the boundaries of its discretion and consistently with applicable legal principles, and (3) whether it reached its decision through an exercise of reason. *Lamar Corp. v. City of Twin Falls*, 133 Idaho 36, 40, 981 P.2d 1146, 1150 (1999).

*Edmunds v. Kraner*, 142 Idaho 867, 872, 136 P.3d 338, 343 (2006).

Petra specifically asked Meridian to disclose the following for each of its experts: (a) full name, home address, business address and telephone number; (b) educational background; (c) experience in the matter to which he is expected to testify; (d) subject matter on which he is expected to testify; (e) substance of the facts and opinions to which he is expected to testify and a summary of the grounds for each opinion; and (f) manner in which such expert became familiar with the facts of this case. Meridian has not provided the requested information. The simple list

of names falls far short of the information requested. Petra has suffered unfair prejudice in not knowing the substance of the testimony of Meridian's experts.

While not binding upon this Court, a decision was recently entered in the District Court of the Fourth Judicial District, State of Idaho in the County of Valley in Case No. CV-2005-352-C in *City of McCall v. Payette Lakes Recreational Water and Sewer District* by the Honorable Michael McLaughlin.<sup>2</sup> Section III of the Decision commencing on page 7 is instructive as to the applicable legal standard and the resulting prejudice to the opposing party when the rules and court orders are not followed. Notably, counsel for Meridian also represents the City of McCall in the aforementioned case. Because the City of McCall failed to comply with the court's order, Judge McLaughlin barred it from presenting any evidence on damages.

**2.2 Meridian has also failed to conform its expert disclosures to the time limits and requirements of this Court's Scheduling Order and Rule 26(b)(4).**

As noted above, Rule 26(e) "unambiguously imposes a continuing duty to supplement responses to discovery with respect to the substance and subject matter of expert's testimony where initial responses have been rejected, modified, expanded upon, or otherwise altered in some matter." *Schmechel v. Dille*, 148 Idaho 176, 219 P.3d 1192, 1197 (2005) (citing *Radmer v. Ford Motor Co.*, 120 Idaho 86, 89, 813 P.2d 897, 900 (1991)). "In cases involving expert testimony, a prohibition against discovery of information held by expert witnesses produces in acute form the very evils that discovery has been created to prevent. Effective cross-examination

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<sup>2</sup> Portions of Judge McLaughlin's decision are attached as Exhibit A to the First Affidavit of Thomas G. Walker dated August 25, 2010.

of an expert witness requires advance preparation.” *Id.* (citing *Radmer*, 120 Idaho at 89, 813 P.2d at 900)).

It is fundamental that opportunity be had for full cross-examination, and this cannot be done properly in many cases without resort to pretrial discovery, particularly when expert witnesses are involved. Before any attorney can even hope to deal on cross-examination with an unfavorable expert opinion he must have some idea of the bases of that opinion and the data relied upon. If the attorney is required to await examination at trial to get this information, he often will have too little time to recognize and expose vulnerable spots in the testimony.

*Id.* (citing *Radmer*, 120 Idaho at 89, 813 P.2d at 900)).

The principle of a fair opportunity to cross-examine witnesses, particularly expert witnesses, applies in this case and is fundamental to achieve a fair and accurate judicial resolution.

Where expert witnesses are employed, cross-examination is even more crucial to ensuring accurate fact-finding. Since, as in this case information submitted by an expert witness generally consists of opinions, cross-examination is necessary to not only test the witness’s knowledge and competence in the field to which his testimony relates but also to elicit the facts on which he relied in forming the opinions.

*State v. Creech*, 105 Idaho 362, 380 670 P.2d 463, 481 (1983)(emphasis added).

Petra initiated formal discovery over a year ago, on May 6, 2009, by propounding its First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions upon Meridian.<sup>3</sup> Petra assumes that each of 12 persons listed by Meridian as an expert witness has an opinion that the City believes will support its claims or defenses in this case, but the City has not disclosed any of those opinions to Petra. In addition, the City has not disclosed (1) any of its

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<sup>3</sup> See Petra’s Interrogatory No. 16 set forth above.

experts' experience in the matter to which the expert is expected to testify, or (2) the facts upon what the expert bases his or her opinion, or (3) the manner in which the expert became familiar with the facts of this case. Recent deposition testimony indicates that Amento and Knothe were hired by the City during the fall of 2009.<sup>4</sup> Yet, as of the date of this memorandum, the City has not supplemented its response to Interrogatory 16. Todd Weltner testified during his deposition that the City hired him in March, 2010,<sup>5</sup> but the City has not supplemented its response to Interrogatory 16 to disclose anything about Weltner's testimony.

As also noted above, paragraph 6 of this Court's Order Setting Procedures and Trial required Meridian to disclose its experts no later than July 28, 2010. The Court's Order Setting Procedures and Trial also provided that "All parties' disclosure as to experts, shall be in compliance with Rule 26(b)(4)."

Rule 26(b)(4) provides in relevant part:

Discovery of facts known and opinions held by experts expected to testify, otherwise discoverable under the provisions of subdivision (b)(1) of this rule and acquired or developed in anticipation of litigation or for trial, may be obtained by interrogation and/or deposition, including:

(A)(i) A complete statement of all opinions to be expressed and the basis and reasons therefore; the data or other information considered by the witness in forming the opinions; any exhibits to be used as a summary of or support for the opinions; any qualifications of the witness, including a list of all publications authored by the witness within the preceding ten years; the compensation to be paid for the testimony; and a listing of any other cases in which the witness has testified as an expert at trial or by deposition within the preceding four years.

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<sup>4</sup> See transcript of the deposition of Steven J. Amento taken on August 17, 2010, 4:5-9; See transcript of the deposition of Laura Knothe taken on August 11, 2010, 9:9-18.

<sup>5</sup> See transcript of the deposition of Todd Weltner taken on August 18, 2010, 3:14-18.

The Supreme Court has explained:

In cases [involving expert testimony], a prohibition against discovery of information held by expert witnesses produces in acute form the very evils that discovery has been created to prevent. Effective cross-examination of an expert witness requires advance preparation.... Similarly, effective rebuttal requires advance knowledge of the line of testimony of the other side. If the latter is foreclosed by a rule against discovery, the narrowing of issues and elimination of surprise which discovery normally produces are frustrated.

*Schmechel*, 148 Idaho at \_\_\_, 219 P.3d at 1197(citing *Radmer*, 120 Idaho at 89, 813 P.2d at 900 (1991)). In *Schmechel*, the Court affirmed the trial court's order excluding an expert witnesses' undisclosed testimony and found that the court did not abuse its discretion in barring the testimony. *Id.*

**2.3 None of Meridian's experts should be permitted to testify, submit documents or to present a report.**

Meridian's experts should be barred by Rule 26(e) because it failed to supplement its discovery. In *Radmer*, the Supreme Court found that the trial court committed reversible error in failing to exclude expert testimony of plaintiff's expert witness in light of their failure to supplement discovery responses. 120 Idaho at 91, 813 P.2d at 902. "Typically, failure to meet the requirements of Rule 26 results in exclusion of the proffered evidence." *Id.* at 89, 813 P.2d at 900. "Moreover, while trial courts are given broad discretion in ruling on pretrial discovery matters, reversible error has been found in allowing testimony where Rule 26 has not been complied with." *Id.* (citing *Smith v. Ford Motor Co.*, 626 F.2d 784 (10th Cir.1980)). In *Radmer*, the plaintiffs, via their experts, asserted a theory of the cause of the automobile accident throughout the course of discovery that the accident was caused by a defective O-ring. *Id.* at 90,

813 P.2d at 901. At trial, the experts presented a new, undisclosed theory. *Id.* The defendant had served interrogatories on the plaintiffs with regard their experts, asking them to state the expert's "educational background; state whether he performed any test, analysis, or examination . . . related to this litigation," and for each expert to state the "substance of his expected testimony." *Id.* The plaintiffs' response merely provided that expert witnesses had not been completely identified and that the interrogatory would be supplemented. *Id.* The Supreme Court held, "We believe the Radmers' failure to supplement their discovery responses with respect to this new analysis violated both the spirit and the letter of Rule 26(e)." *Id.* at 91-92, 813 P.2d at 901-02. Therefore, the Court found that the trial court abused its discretion in permitting the testimony. *Id.* at 92, 813 P.2d at 902

There is ample case authority in Idaho that provides in situations such as in this case, where Meridian has failed to provide any response to Interrogatory 16 as to the substance of its experts' testimony, such experts should be barred from testifying. *See, e.g., Clark v. Klein*, 137 Idaho 154, 45 P.3d 810 (2002) (physician's failure to timely supplement his discovery responses to disclose identity of expert and to disclose substance of expert's testimony, warranted exclusion of expert's testimony at trial); *Hopkins v. Duo-Fast Corp.*, 123 Idaho 205, 217-218, 846 P.2d 207, 219-20 (1993) (noting that I.R.C.P. 26(e)(1) obligates counsel to supplement discovery responses, particularly the substance of an expert's testimony); *Perry v. Magic Valley Regional Medical Center*, 134 Idaho 46, 995 P.2d 816 (2000) (trial court did not abuse its discretion in excluding video tape that was not provided in discovery); *Zolber v. Winters*, 109 Idaho 824, 712 P.2d 525 (1985) (court granted a new trial on the grounds that plaintiff's counsel

had failed to supplement his interrogatories in violation of Rule 26(e)); *Fouche v. Chrysler Motors Corp.*, 103 Idaho 249, 646 P.2d 1020 (Ct. App. 1982) (trial court did not abuse its discretion in excluding mechanic's accident reconstruction testimony where such expert testimony from mechanic had not been timely disclosed in response to a continuing request for discovery).

**3. Conclusion**

Considering the foregoing, Petra requests that this Court exclude the testimony of each of Meridian's so-called expert witnesses and all documents or reports presented by or through any of such persons.

DATED: August 25, 2010

COSHO HUMPHREY, LLP

A handwritten signature in black ink, appearing to read "Thomas G. Walker", is written over a horizontal line.

THOMAS G. WALKER  
Attorneys for Petra Incorporated

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 25<sup>th</sup> day of August, 2010, a true and correct copy of the  
within and foregoing document was served upon:

Kim J. Trout, Esq.  
Trout Jones Gledhill Fuhrman, P.A.  
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THOMAS G. WALKER



ORIGINAL

NO. \_\_\_\_\_ FILED \_\_\_\_\_  
A.M. \_\_\_\_\_ P.M. \_\_\_\_\_

AUG 25 2010

J. DAVID NAVARRO, Clerk  
By L. AMES  
DEPUTY

Thomas G. Walker (ISB No. 1856)  
Erika K. Klein (ISB 5509)  
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Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho  
Municipal Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho  
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**FIRST AFFIDAVIT OF THOMAS G.  
WALKER DATED AUGUST 25, 2010 IN  
SUPPORT OF PETRA'S MOTION IN  
LIMINE TO EXCLUDE TESTIMONY  
AND DOCUMENTS REGARDING  
MERIDIAN'S EXPERTS**

STATE OF IDAHO )  
 ) ss.  
County of Ada )

I, THOMAS G. WALKER, being first duly sworn upon oath, depose and state:

1. I am one of the attorneys of record for the Defendant/Counterclaimant, Petra Incorporated ("Petra"), in the above entitled action and I make this affidavit based on my own personal knowledge of the facts set forth herein.

2. I submit this affidavit in support of Petra's Motion in Limine to Exclude Testimony and Documents by Meridian's Experts.

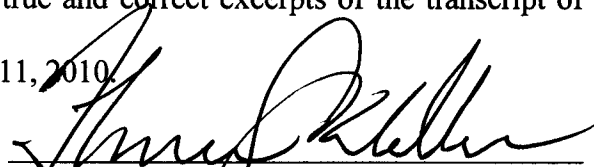
3. I am one of the custodians of records of Cosho Humphrey, LLP, which include memoranda, legal documents, reports, correspondence, emails, records, research and data compilations, in various forms that are kept in the course of Cosho Humphrey, LLP's regularly conducted business activity, and which are made and maintained as the regular practice of Cosho Humphrey, LLP.

4. Attached hereto as Exhibit "A" is a true and correct copy of relevant excerpts of Judge McLaughlin's Memorandum Decision issued on July 28, 2010 in the matter of *The City of McCall v. Payette Lakes Recreational Water and Sewer District*, Valley County Case No. CV - 2005-352-C.

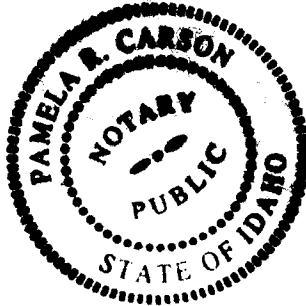
5. Attached hereto as Exhibit "B" are true and correct excerpts from the rough draft of the transcript of Steven Amento's deposition testimony taken August 17, 2010.

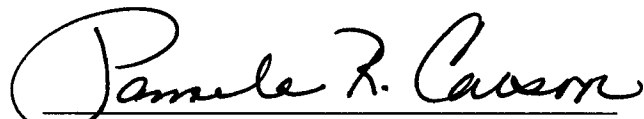
6. Attached hereto as Exhibit "C" are true and correct excerpts from the rough draft of the transcript of Todd Weltner's deposition testimony taken August 18, 2010.

7. Attached hereto as Exhibit "D" are true and correct excerpts of the transcript of Laura Knothe's deposition testimony taken August 11, 2010.

  
THOMAS G. WALKER

SUBSCRIBED AND SWORN to before me this 25th day of August, 2010.



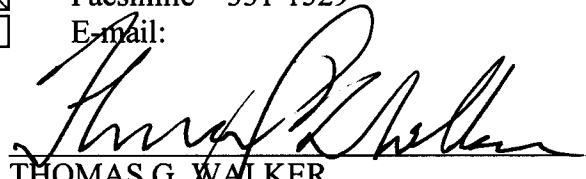
  
Notary Public for Idaho  
Residing at Eagle, Idaho  
My commission expires: March 31, 2016.

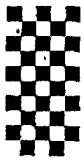
### CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 25<sup>th</sup> day of August, 2010, a true and correct copy of the within and foregoing document was served upon:

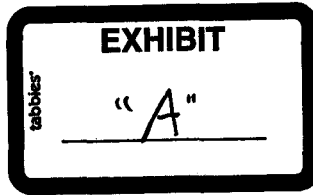
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225 North 9<sup>th</sup> Street, Suite 820  
P.O. Box 1097  
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THOMAS G. WALKER



Jul. 28. 2010 1:23PM



No. 3380 P. 1

ARCHIE N. BANBURY, CLERK  
BY *[Signature]* DEPUTY

JUL 28 2010

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

Case No. \_\_\_\_\_ Inst. No. \_\_\_\_\_  
Filed \_\_\_\_\_ A.M. 1:07 P.M.

THE CITY OF MCCALL, a municipal  
corporation,

Plaintiff,

vs.

PAYETTE LAKES RECREATIONAL  
WATER AND SEWER DISTRICT,

Defendant.

Case No. CV-2005-352-C

MEMORANDUM DECISION ON

- (1) PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT
- (2) DEFENDANT'S MOTION FOR SUMMARY JUDGMENT
- (3) DEFENDANT'S MOTIONS TO STRIKE
- (4) DEFENDANT'S MOTION IN LIMINE
- (5) PLAINTIFF'S MOTIONS TO STRIKE

APPEARANCES

For Plaintiff: Kim Trout of Trout Jones Gledhill Fuhrman Gourley, P.A.

For Defendant: Scott D. Hess and Katherine L. Georger of Holland & Hart LLP  
and John Hucks John Curtis Hucks, PC

PROCEEDINGS

These matters came before the Court on June 25, 2010 on the parties' cross-motions for summary judgment. Both parties also filed motions to strike. The Defendant Payette Lakes Recreational Water and Sewer District also filed a motion in limine. After hearing argument, the Court took the matters under advisement.

BACKGROUND

This case arises from a dispute between the Plaintiff City of McCall (the "City") and the Defendant Payette Lakes Recreational Water and Sewer District (the "District")

1 over use of the sewage treatment facility, including the newly-constructed J-Ditch  
2 (together, the "Facility"), in Valley County, Idaho. Since at least 1977, these two  
3 governmental entities have been associated together in the collection, treatment, and  
4 disposal of sewage generated within the City of McCall and unincorporated property  
5 adjacent to McCall. The history of their association began around 1977 when the  
6 parties entered into a fifty-year Joint Governmental Cooperative Agreement pursuant to  
7 I.C. § 67-2326 *et seq.*, which has since been amended seven times, most recently in  
8 1997 (collectively, the "Agreement"). Generally, the Agreement addresses the  
9 expansion and improvement of the sewage treatment system and outlines and  
10 allocates the parties' rights and responsibilities. Over the years, the parties agreed to  
11 various amendments, each addressing new developments and disputes that arose from  
12 time to time. The text of the Agreement is in the record and will not be summarized  
13 here.  
14

15 The sewage treatment facility originally in use treated the sewage of the District  
16 and the City and discharged the treated effluent into the North Fork of the Payette  
17 River. Since 1988, this method of disposal was governed by the terms of a National  
18 Pollutant Discharge Elimination System ("NPDES") permit. Over time, this disposal  
19 method came under more stringent environmental scrutiny. In particular, the treated  
20 effluent discharged into the Payette contained phosphorus, which eventually made its  
21 way into the Cascade Reservoir and caused excess algae and aquatic plant growth, in  
22 violation of water quality standards. This original NPDES permit expired in 1993 and  
23 the EPA did not grant a new permit. In 1995, the Cascade Reservoir Association sued  
24 the City in federal court, alleging violations of the Clean Water Act. In 1996, the EPA  
25  
26

1 issued a new NPDES permit that required the elimination of all phosphorus effluent  
2 discharge into the Payette by January 1, 1999.

3 The significance of the new EPA zero-discharge requirement was not lost on the  
4 City or the District. In 1995 and 1996, the City issued a Facility Plan Report that  
5 contained an evaluation of available sewage treatment options and their feasibility.  
6 This Report outlined the J-Ditch Project, which consisted of two phases. Phase I  
7 involved discharging treated effluent through a canal or pipe conduit, diluting the  
8 effluent with irrigation water and applying the blended irrigation water by a sprinkler  
9 system to local farmers. Phase II consisted of a winter storage facility to hold treated  
10 effluent during the non-irrigation months.

11  
12 Phase I of the J-Ditch was completed and operational by May of 1998. In July of  
13 1998, the City entered into a Consent Order with the Idaho Department of Health and  
14 Welfare, Division of Environmental Quality ("DEQ"), which required the City to cease  
15 discharging treated effluent into the Payette. In this Consent Order, DEQ required the  
16 City to construct and operate the first cell of a winter storage facility (Phase II of the J-  
17 Ditch) by October 1, 1999. This date was later extended until November 2, 2000 in an  
18 Amended Consent Order.

19 Although Phase I was completed without significant difficulties, the construction  
20 of Phase II was marred by significant troubles, not the least of which was the  
21 termination of St. Clair Contractors, the subsequent lawsuit, and the \$4,955,096  
22 judgment against the City. Despite the challenges with the construction of Phase II,  
23 the entire Facility was completed and working in June of 2001. As of that date, no more  
24 effluent was being discharged into the Payette River. The new Facility, which consisted  
25  
26

1 of the original treatment plant and both phases of the J-Ditch, treated and disposed of  
2 both the District's and the City's sewage. The City and the District from 2001 to the  
3 present continue utilize this treatment system.

4 Significant correspondence between the City and the District prior to, during, and  
5 after the construction of the J-Ditch demonstrate that the respective parties were not in  
6 complete agreement on this new "phase" of the sewage treatment process. There are  
7 significant issues of fact as to this portion of the litigation. Phase II was apparently to  
8 be entirely grant-funded, although Phase I was paid through State grant funds, irrigator  
9 contributions and a State Revolving Fund Loan. The District contends they have paid  
10 and continue to pay a one third (1/3) share of the non-grant funded costs of the J-Ditch  
11 Project. The legal significance of any payments allegedly made by the District is a  
12 matter of significant dispute. In fact, at this juncture, the record becomes replete with  
13 even more factual disputes.  
14

15 Neither the City nor the District attempt to summarize what took place from 2001  
16 until the filing of this lawsuit in 2005. What is clear from the record before this Court is  
17 that in 2001 the District's effluent began being disposed of via the new J-Ditch system  
18 and the District was making payment to the City relating to a portion of the J-Ditch. But  
19 suffice to say communication and cooperation between the District and the City broke  
20 down during this time period. Questions arose over capacity allocations, ownership of  
21 the new J-Ditch, whether the District was paying their fair share for use of the J-Ditch  
22 and what that share should be, and whether the District even had a right of use in the J-  
23 Ditch. The crux of the dispute appears to be over how and if the Agreement, including  
24 the amendments signed by the parties over the course of two decades, applies to the  
25  
26

1 new facility created by the construction of the J-Ditch and its integration with the original  
2 treatment system.

3 In any event the parties' relationship vis-à-vis the J-Ditch Project was marked by  
4 acrimony and a significant lack of cooperation. Unfortunately, these two governmental  
5 entities could not resolve their differences over the treatment and disposal of their  
6 sewage short of this litigation.

7 The City, in their Second Amended Complaint, seeks (1) rescission of the  
8 Agreement based on frustration of purpose; (2) rescission of the Agreement based on a  
9 lack of mutual assent; (3) a declaratory judgment as to meaning of the Agreement and  
10 of the terms "allocations of capacity" and "ownership rights," and the rights and duties  
11 associated with these terms; (4) an accounting to determine the District's liability to the  
12 City for operating costs of the Facility; (5) a declaration that the District is liable to the  
13 City for a share of the J-Ditch Judgment in proportion to its ownership interest in the  
14 Facility; and (6) unjust enrichment arising from the District's use of the J-Ditch.

15 The District filed an Answer and a Counterclaim. In the District's Counterclaim,  
16 they assert claims for breach of contract, breach of the covenant of good faith and fair  
17 dealing, declaratory judgment, an accounting, specific performance, Injunctive relief,  
18 tortious interference with contract, public and private nuisance, and interference with  
19 prospective economic advantage.<sup>1</sup>

20 The parties filed cross-motions for summary judgment addressing the City's  
21 claims. This case is set for a six week jury trial starting in September of this year and  
22  
23  
24

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25 <sup>1</sup> The Court recently granted the City's Motion for Leave to Amend its Reply to the Counterclaim to assert  
26 the affirmative defense of failure to comply with the Idaho Tort Claims Act.



1 could cost the taxpayers of the City and the District hundreds of thousands of dollars in  
2 litigation expenses, including attorney fees. In addition to the tremendous expense of  
3 litigation, both the District and the City could have many employees spending time in  
4 trial, thus exacerbating the costs to both governmental agencies. In the event this case  
5 goes to trial, many of the issues of this case will be determined by twelve citizen jurors  
6 of Valley County, thus costing the taxpayers of Valley County thousands of dollars in  
7 jury expenses.<sup>2</sup> As Judge Carey noted in his decision on the District's Motion for a  
8 Preliminary Injunction several years ago:

9  
10 Patently the adversarial system of dispute resolution embodied by a trial  
11 before a court and a jury is not the appropriate means for two  
12 governmental entities to resolve a serious dilemma . . . . Thoughtful  
13 people with an abiding sense of goodwill must try to put aside any  
14 lingering animosity and work together toward a solution that will benefit all  
15 the citizens who are and will be impacted by this vexing problem.

### 16 DECISION

17 Prior to taking up the parties' cross-motions for summary judgment, the Court  
18 heard a number of related motions.

#### 19 I. The District's Motion to Strike Portions of the May 26, 2010 Affidavit of 20 Lindley Kirkpatrick

21 The District moves to strike a number of paragraphs in the May 26<sup>th</sup> Affidavit of  
22 Lindley Kirkpatrick. The City objects.

23 Whether to grant or deny a motion to strike is governed by an abuse of discretion  
24 standard. *Jensen v. State*, 139 Idaho 57, 61, 72 P.3d 897, 901 (2003). In reviewing a  
25 district court's decision under the abuse of discretion standard, the Idaho Supreme  
26

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<sup>2</sup> Based upon the Court's ruling precluding damage claims by the City and the same potential issue as to damages claimed by the District in light of the recent motion to amend granted by the Court, neither party may be able to present damage claims to the jury.

1 Court considers (1) whether the district court correctly perceived the issue as one of  
2 discretion; (2) whether the court acted within the boundaries of such discretion and  
3 consistently with legal standards applicable to specific choices; and (3) whether the  
4 court reached its decision by an exercise of reason. *Id.* (citing *Sun Valley Shopping*  
5 *Ctr., Inc. v. Idaho Power Co.*, 119 Idaho 87, 94, 803 P.2d 993, 1000 (1991)).

6 After considering the arguments of the parties, and recognizing this is within the  
7 Court's discretion, the Court strikes paragraphs six, seven, eight, nine, eleven, twelve,  
8 fourteen, fifteen, sixteen, seventeen, eighteen, twenty-one, twenty-two, and twenty-four  
9 of the Kirkpatrick affidavit for the reasons set forth in the District's Motion to Strike.

10  
11 **II. The District's Motion to Strike Portions of the June 11, 2010 Affidavit of**  
**Lindley Kirkpatrick**

12 The District moves to strike a number of paragraphs in the June 11, 2010  
13 Affidavit of Lindley Kirkpatrick. After considering the arguments of the parties, and  
14 recognizing this is within the Court's discretion under the standard cited above, the  
15 Court strikes paragraphs six, ten, fifteen, and twenty for the reasons set forth in the  
16 District's Motion to Strike.

17  
18 **III. The District's Motion in Limine regarding Damages<sup>3</sup>**

19 The District seeks an order precluding the City from (1) presenting any evidence  
20 on damages under either of its alternative requests for declaratory relief; and (2)  
21

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22  
23 <sup>3</sup> The District timely filed and noticed up for hearing a Motion in Limine on June 11, 2010. As described  
24 above, this Motion seeks, among other things, an order precluding evidence of damages. The City  
25 responded to this Motion on June 18, 2010. Then, on June 18, 2010, the District filed what is apparently a  
26 "supplemental" memorandum in support of its Motion in Limine. This memorandum consists of excerpts  
from the deposition the City's 30(b)(6) designee, Lindley Kirkpatrick. The City characterizes this as the  
District's Second Motion in Limine. But the Court's understanding is that the District timely filed a Motion  
in Limine seeking to exclude evidence of damages and the City responded. The City also responded to  
the "supplemental" briefing submitted by the District.

1 presenting any evidence that the payment that the District has been making since 2002  
2 for J-Ditch costs is either wrong or inappropriate. The City objects, stating:

3 As is evident by the argument made within the District's Motion in Limine,  
4 the District is fully aware of the City's alternative claims for relief and the  
5 nature of the damages under each theory. While the City has produced  
6 through discovery the information it has concerning the nature of its  
7 damages, the City acknowledges that the dollar amount is still in the  
8 process of being calculated and will be seasonably supplemented when  
9 the calculation is finalized.

10 The City further stated in additional memorandum:

11 Notably, the District has not alleged that the City has not suffered  
12 damages, only that the City has not arrived at a final amount. There is  
13 nothing in the Scheduling Order that requires an expression of "opinion"  
14 on the dollar amount of the damages at this point. Again, whether or not  
15 the City has sustained damages is not an issue that is before the Court  
16 and, thus, the City's argument is irrelevant. The District has not set forth  
17 any authority or basis to exclude the City's evidence of damages, nor has  
18 the District placed before the Court any motion arguing that the City has  
19 not sustained damages in this matter.

20 The Court disagrees.

21 The Idaho Supreme Court has provided the governing standard:

22 A trial court has authority to sanction parties for non-compliance with  
23 pretrial orders, and sanctions may include those enumerated in I.R.C.P.  
24 37(b)(2)(B), (C) and (D) for discovery violations. I.R.C.P. 16(l). The  
25 imposition of such sanctions is committed to the discretion of the trial  
26 court, and we will not overturn such a decision absent a manifest abuse of  
that discretion. *S. Idaho Prod. Credit Ass'n. v. Astorquia*, 113 Idaho 526,  
528, 746 P.2d 985, 987 (1987). When determining whether a district court  
abused its discretion, this Court considers three factors: (1) whether the  
trial court correctly perceived the issue as one of discretion, (2) whether it  
acted within the boundaries of its discretion and consistently with  
applicable legal principles, and (3) whether it reached its decision through  
an exercise of reason. *Lamar Corp. v. City of Twin Falls*, 133 Idaho 36,  
40, 981 P.2d 1146, 1150 (1999).

27 *Edmunds v. Kraner*, 142 Idaho 867, 872, 136 P.3d 338, 343 (2006).

28 The District has asked the City whether its annual payment of \$61,241.00, which

1 the District contends is 1/3 of the non grant funded costs of the J-Ditch Project, is  
2 correct. The City, through its 30(b)(6) designee, has not indicated whether this amount  
3 is accurate. The City also informed the District that it had not yet determined how much  
4 the District should pay to the City for any ownership right the District may have in the J-  
5 Ditch. Additionally, the City indicated that, if in fact the District has no ownership  
6 interest in or right of use in the J-Ditch Project, the City does not know how much the  
7 District must pay in order to have its effluent disposed of by the City via the J-Ditch.

8 This lawsuit was filed in August of 2005. Discovery was to be completed by  
9 June 4, 2010. The information regarding damages is crucial information that the District  
10 is entitled to know. The City's delay in providing information regarding damages is  
11 inexcusable and has prejudiced the District. The City has not made any showing to the  
12 Court as to why these damages could not have been calculated for 2005 through 2010  
13 or what difficulties the City may have faced in determining the amount of damages. At  
14 the time of filing the Motion in Limine, this case was weeks away from trial. The City  
15 was placed on notice about the District's request for the calculation of damages several  
16 years ago, both in requests for discovery and through correspondence submitted to the  
17 Court as part of this motion. Not only has the District suffered unfair prejudice in not  
18 knowing what the City is claiming as damages and how the figure was calculated, but  
19 the District is also unfairly prejudiced in gathering evidence to challenge the City's  
20 damage claims just weeks before trial. Due to the length of the City's delay and the  
21 resultant prejudice, the Court grants the District's Motion in Limine. The City is  
22 precluded from (1) presenting any evidence on damages; and (2) presenting any  
23 evidence that the payment that the District has been making since 2002 for J-Ditch  
24  
25  
26

costs is insufficient.

**IV. The City's Motion to Strike the June 14, 2010 Supplemental Declaration of Jamie Melbo in Support of the District's Motion for Summary Judgment; Motion to Strike the June 22, 2010 Second Supplemental Declaration of Jamie Melbo in Support of the District's Motion for Summary Judgment; Motion to Strike the June 11, 2010 Affidavit of Mr. Hess; Motion to Strike the June 25, 2010 Affidavit of Mr. Hess**

The City asks the Court to strike a number of filings by the District, arguing they were untimely and prejudiced the City. The Court agrees.

Rule 56(c) states:

The motion, affidavits and supporting brief shall be served at least twenty eight (28) days before the time fixed for the hearing. If the adverse party desires to serve opposing affidavits the party must do so at least 14 days prior to the date of the hearing. The adverse party shall also serve an answering brief at least 14 days prior to the date of the hearing. The moving party may thereafter serve a reply brief not less than 7 days before the date of the hearing.

The Rule does not contemplate the type of "moving target" created by the District's filings. Therefore, the Court strikes the challenged affidavits as untimely per the Idaho Rules of Civil Procedure.

**V. The District's Motion for Summary Judgment**

The District argues (1) the doctrine of "frustration of purpose" is inapplicable; (2) there was mutual assent, particularly in light of the parties' subsequent conduct; (3) the City's claim for unjust enrichment is not timely and lacks merit; (4) the City has not demonstrated why the District should pay portions of the J-Ditch Phase 2 construction costs and the J-Ditch judgment; (5) all claims are barred because the City never filed a Notice of Tort Claim as required by statute; (6) the City's declaratory judgment claims, alternatively pled, are unsupported both legally and factually.

Summary judgment will be granted only "if the pleadings, depositions, and

## PROCEEDINGS

MR. WALKER: We are on the record. I'm going to do a little recitation here in conformance with Idaho Rule of Civil Procedure 30(b)(4), which is required for audio-video depositions.

This is the deposition of Steven J. Amento, which is being taken on behalf of defendant, Petra Incorporated in Case No. CV OC 09-7257 filed by the City of Meridian in the District Court of the Fourth Judicial District for the State of Idaho in and for Ada County.

This deposition is being taken on August 17th, 2010, commencing at 9:06 a.m. And the deposition is being taken before Janet French, Associated Reporting, Inc., 1618 West Jefferson, Boise, Idaho 83702. And it's being taken at the offices of Cosho Humphrey, LLP, at 800 Park Boulevard, Suite 790, Boise, Idaho 83712.

I'm Thomas G. Walker of the Cosho Humphrey firm, and I'm here representing Petra Incorporated, the defendant in this lawsuit. I'm also the operator of the audio-visual equipment.

This deposition is being taken in accordance with the Idaho Rules of Civil Procedure, and there are

Page 1

no other stipulations.

Do you agree, Mr. Trout?

MR. TROUT: That's correct, sir.

MR. WALKER: And would you make your appearance for the record.

MR. TROUT: My name is Kim Trout. I represent Trout Jones and am counsel for the City of Meridian.

MR. WALKER: Ms. French, would you please swear the witness.

STEVEN J. AMENTO, a witness having been first duly sworn to tell the truth, the whole truth, and nothing but the truth, testified as follows:

## EXAMINATION

BY MR. WALKER:

Q. Good morning, Mr. Amento. Would you state your full legal name for the record.

A. Steven John Amento.

Q. And where do you -- what's your business address?

A. My business address is 810 Second Ave, Seattle, Washington 98104.

Q. And have you ever had your deposition taken before?

Page 2

A. Yes.

Q. And how many times?

A. Thirty to forty times.

Q. Okay. And were these all construction related cases?

A. Yes.

Q. So I understand you are here appearing on behalf of the City of Meridian as one of its construction experts; is that correct?

A. Yes.

Q. In what fields are you an expert?

A. I'm an expert in construction administration, construction consulting, building remediation, building enclosure. All aspects really of construction, including pre-construction, construction, documentation, construction cost accounting. There is probably others, but that's sort of a good umbrella overview.

Q. Are you an expert in construction management?

A. Pardon me?

Q. Are you on expert in construction management?

A. Yes.

Q. Did you meet with Mr. Trout or any other

Page 3

lawyer in his firm at any time since your engagement? And by that, I mean person-to-person meeting.

A. Yes.

Q. And when were you first hired?

A. About a -- about a year ago.

Q. Okay. So that would be approximately mid August of 2009?

A. Maybe July, June. About a year -- a little over a year ago.

Q. Okay. And how many times did you meet with Mr. Trout or a lawyer in his law firm?

A. I have -- let's see. I was in -- at a site visit to Boise last October where I met with Mr. Trout. And then a visit yesterday where I spent some time here in Boise.

Q. Okay. And what about telephone conversations, what -- did you have any telephone conversations with Mr. Trout or any other lawyers in his law firm since your first engagement?

A. Yes.

Q. And approximately how many?

A. Many. I haven't counted, but several -- several telephone conversations.

Q. Okay. More than ten?

A. Oh, yes.

Page 4

1 (Pages 1 to 4)

## PROCEEDINGS

MR. WALKER: We are on the record.

This is the deposition of Todd Weltner, which is being taken on behalf of the defendant, Petra Incorporated in Case No. CV OC 09-7257 filed by the City of Meridian in the District Court of the Fourth Judicial District for the State of Idaho in and for Ada County.

This deposition is being taken on August 18, 2010, commencing at 8:35 a.m. before Janet French of Associated Reporting, Incorporated, 1618 West Jefferson, Boise, Idaho 83702.

And it's being taken at offices of Cosho Humphrey, LLP, at 800 Park Boulevard, Suite 790, Boise, Idaho 83712.

I'm Thomas G. Walker of the Cosho Humphrey firm, and I'm here representing Petra Incorporated, the defendant in this lawsuit. I am also the operator of audio-visual equipment.

This deposition is being taken in accordance with the Idaho Rules of Civil Procedure, and there are no other stipulations.

Do you agree, Mr. Trout?

MR. TROUT: That is correct.

Page 1

MR. WALKER: Mr. Trout, would you make your appearance.

MR. TROUT: My name is Kim Trout. I'm with the firm Trout Jones. We represent the City of Meridian in this case.

MR. WALKER: Ms. French, would you swear the witness.

TED WELTNER,  
a witness having been first duly sworn to tell the truth, the whole truth, and nothing but the truth, testified as follows:

## EXAMINATION

BY MR. WALKER:

Q. Mr. Weltner, what's your full legal name?

A. Ted Weltner.

Q. You don't use a middle initial or name?

A. Middle initial in my signature, "A."

Q. Okay. Have you ever had your deposition taken before?

A. No.

Q. And you are appearing on behalf of the City of Meridian as one of its experts?

A. That's correct.

Q. And in what fields are you an expert?

Page 2

A. Construction, general contracting.

Q. How about construction management?

A. Not as much. General contracting.

Q. Have you ever been a construction manager on a new project?

A. No. Not in that technical term, no.

Q. And what do you mean by that?

A. We've always acted as a general contractor, never as a construction manager.

Q. Did you meet with Mr. Trout or any other lawyers in his -- any other lawyer in his law firm at any time prior to coming here today?

A. Yes.

Q. How many meetings did you have?

A. With Mr. Trout, three or four.

Q. And when was the first meeting with Mr. Trout?

A. Earlier this year in March.

Q. The first meeting was in March?

A. Yes.

Q. And when was the next meeting?

A. With Mr. Trout, probably not the until May again.

Q. And the third meeting?

A. Sometime in July.

Page 3

Q. And was there a fourth meeting?

A. Yes. The other day.

Q. What day was that?

A. That was Monday of this week.

Q. August 16th?

A. Yes.

Q. Any other meeting with Mr. Trout?

A. Not that I recall.

Q. How about phone conversations, any phone conversations with Mr. Trout?

A. Yeah. I would a couple -- three or four.

Q. And do you know when those occurred?

A. Throughout the course. I can't remember the dates exactly.

Q. Okay. With regard to the meetings, what was the substance of your conversation with Mr. Trout in March of 2010?

A. Just review of what he was requesting me to look at the project.

Q. And what did he request you to look at?

A. The initial visit to the site was based on the steel situation, a popping noise that they were trying to identify.

Q. And when was that site visit?

A. March 26th.

Page 4

1 (Pages 1 to 4)